



# Medical Group

Jesse Taber, M.D.  
Department of Neurology  
Evanston Hospital  
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(847) 570-2073 fax

March 8, 2006

Terrence Sullivan, M.D.  
Michigan Avenue Internists  
200 S. Michigan Avenue, Suite 201  
Chicago, IL 60604

Re: Mr. Ted Baxter  
SSN: 084  
DOB: 11

Dear Terry,

I had the pleasure of seeing Mr. and Mrs. Baxter today for a follow up visit. About two weeks ago, he had a witnessed seizure (witnessed while he was working out on an elliptical trainer at a YMCA). He was reported to be staring into space, and then had bilateral upper extremity jerking, his head fell to one side, and he was out of it for four to five minutes. He came to in the ambulance (the event happened while he was in Michigan). While he was in the ER, he had a CT scan showing changes compatible with the prior stroke, and a negative blood panel. He was seen by a neurologist, and started on Keppra, which he is currently taking at 1500 mg twice daily.

Mr. Baxter denies any clear side effects from the drug, although he was initially tired when he started it. His wife reports that he had a "huge decline in his speech when he started taking it", but this has improved, although not to where he was prior to starting the drug. She states that today his speech has gotten to between 70 - 85% of his pre-Keppra baseline.

Mrs. Baxter also states that in the past week, he has had three episodes of waking with a stomach ache, with emesis. She also reports that he has been moodier since starting Keppra.

He has not had any other seizures. He has not had any staring spells, automatisms, dystonic postures, jerking, versive head or eye deviation. He denies any deja-vu, jamais-vu, dreamy states, or micro or macropsia.

He denies dizziness, headaches, diplopia, amaurosis fugax, dysphagia, hearing changes, weakness, or numbness or tingling.

PHOTOGRAPH OF THE VALUE OF PROBLE

He is exercising regularly. He is reading, and doing many hours of therapy on his own daily, including using computer programs for aphasia.

MEDICATIONS:

No current hospital medications on file as of 3/8/06.

Outpatient prescriptions as of 3/8/06:

KEPPRA 500 MG PO TABS	3 PO BID	Disp:	Rfl:
VITAMIN C 500 MG PO	1 TABLET DAILY	Disp:	Rfl:
TABS			
COQ10 50 GM PO POWD	1 daily	Disp:	Rfl: 0
GRAPSEED EXTRACT 500-	1 daily	Disp:	Rfl: 0
50 MG PO CAPS			
SELENIUM 200 MCG PO	1 daily	Disp:	Rfl: 0
TABS			
L-CARNITINE 200 MG PO	1 daily	Disp:	Rfl: 0
CAPS			
PYCNOGENOL 154-25 MG	1 daily	Disp:	Rfl: 0
PO CAPS			
PYRIDOXINE HCL 100 MG	1 daily (dose in mg?)	Disp:	Rfl: 0
PO TABS			
ARICEPT 10 MG PO TABS	1 tab po q hs	Disp: 30	Rfl: 2
ASPIRIN 325 MG PO TABS	1 TABLET DAILY	Disp:	Rfl:
LIPITOR 10 MG PO TABS	1 PO qhs	Disp:	Rfl: 0
HEXAVITAMINS PO TABS	1 tablet by mouth daily	Disp:	Rfl:
OMEGA 3 120-180 MG PO	1 daily	Disp:	Rfl: 0
CAPS			
AMOXICILLIN 500 MG PO	4 PO 2 hours prior to	Disp:	Rfl:
CAPS	dental work		

PHYSICAL EXAM:

BP 95/51 | Pulse 49 | Wt 170 lbs (77.1kg)

SPEECH: mixed aphasia, but markedly improved fluency and comprehension

MENTAL STATE: grossly normal

CRANIAL NERVES: EOMI without nystagmus, right facial asymmetry

MOTOR: moves all fours

CEREBELLAR: minimal right sided weakness

IMPRESSION:

1. Localization related epilepsy with generalized tonic clonic seizure occurring 2/18/06. He is currently taking Keppra at 1500 mg twice daily, with a worsening in his aphasia, stomach upset (nausea and vomiting), and irritability.

2. Cardioembolic left middle cerebral artery stroke on 4/21/05. Trans-esophageal echocardiogram demonstrated an aneurysmal interatrial septum (excursion of 1.6 cm), patent foramen ovale (0.6 cm in diameter when unroofed) with left to right flow. His recovery was been complicated by a deep vein thrombosis while at RIC, which was

MEMORANDUM  
DATE: 7/12/05  
TO: [REDACTED]  
FROM: [REDACTED]  
SUBJECT: [REDACTED]

treated with a filter in the inferior vena cava (and not anticoagulation due to a small amount of hemorrhage noted on a follow up CT of the head, and recency of the stroke). He had PFO closure on 7/12/05.

PLAN & INSTRUCTIONS:

1. I have ordered an EEG (electroencephalogram). (Call 1-847-570-2575 to schedule the test.
2. We discussed the side effects of Keppra, and the possible benefit of changing to a different agent (probably Lamictal). Lamictal is generally well tolerated on a day to day basis, and of all the seizure medication is the drug most likely to actually improve focus and attention. Occasionally, side effects including dizziness, headache, and blurry vision can occur. Some patients also have insomnia which is actually a good occurrence, as these people typically become more alert and better have better focus on the drug. If insomnia develops, it usually goes away if the nighttime dose is moved earlier in the day, say at dinner time. The most serious side effect with Lamictal is a hypersensitivity reaction, which occurs in between 1 in 300 to 1 in 1000 patients. This reaction usually develops within a few days to several months of starting the drug, and usually begins with a rash anywhere on the body. The rash is often red, bumpy, and itches. At times, the rash is associated with problems with internal organs, including bone marrow, liver, lung, or kidney injury; deaths have also been reported. It must be emphasized that most rashes with this drug do not develop into this serious reaction, however if any rash occurs, you will need to stop the drug and call us as soon as possible. Note that Mr. Baxter will be going to Tampa for a speech research project on Sunday and be away for five weeks. I advised he not start Lamictal until he returns.
3. I suggested that he and his wife could get additional information about seizures, epilepsy, and anticonvulsant medication at the Epilepsy Foundation of America website ([www.efa.org](http://www.efa.org)).
4. We discussed seizure first aid.
  - Move any sharp objects out of the way during a seizure.
  - Never put anything in someone's mouth during a seizure.
  - After a convulsion, roll the person on their side to let any saliva run out of the mouth. (Note that this step does not need to be practiced if someone does not fall during a seizure).
  - If a seizure seems unusually long (say more than a few minutes), or more than one seizure occurs within five to ten minutes time, call 911.
5. We talked about the concept of seizure threshold - the likelihood a seizure will or will not occur - which is affected by sleep, stress, diet, alcohol (he can have a glass of wine or beer a few times weekly), intercurrent illness, blood sugar.
6. I advised avoidance of any avoidance of any decongestants or antihistamines, as these drugs lower seizure threshold. We discussed that Robitussin DM (or the generic equivalent) is safe to use for treatment of cough. We also discussed that over the counter pain medications and antacids may interfere with some seizure medications.
7. We reviewed the prior MRI images on our PACs unit.
8. I asked him to get me the amount of vitamin B6 (pyridoxine) in milligrams.
9. Follow up visit in six to eight weeks.
10. He was given a copy of this letter.

11. We discussed the fact that Aricept could increase seizure risk, however for now I suggested he not stop the drug.

12. We discussed state law in Illinois which generally states that someone must be seizure free for six months seizure prior to driving. We also discussed that the patient is responsible for contacting the Secretary of State's office, to notify them of the diagnosis of seizures. (Note that he will have a driver's evaluation in the spring).

Sincerely,

Jesse Taber, M.D.

Cc:

Richard Harvey, M.D.  
345 E. Superior  
Rehabilitation Institute of Chicago  
Chicago, IL 60611

Ted Feldman, M.D.

RECEIVED  
JUN 11 1997  
4:40 PM  
CORON  
FBI

Personally Prepped By: Christina

- Personal and Confidential.  
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Index to circled acct.
- This document was received damaged.
- Death Certificate is an original
- Please split clone.
- This document should be indexed as an  
OUTBOUND Document
- This document received with prepaid  
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Notes:

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- Adjustments**
- Manual Check Request/CHES
  - Manual Check request/Non-CHES
  - Rehab Earnings
  - Social Security
  - SS Award
  - SS Reimbursement
  - WCB (Workman's Comp)
  - Unassigned

- General Docs**
- Authorization
  - Change of Address
  - EFT Forms
  - Job Description
  - Notice of Return to Work
  - Proof of Age
  - Request for Name Change
  - Unassigned (Personal Profiles, etc)

- General Docs File Owner**
- Complaints
  - Correspondence
  - Notice of Death
  - Unassigned

- Investigation Docs**
- Activities Check/Bill
  - Credit Check/Bill
  - Financial Check/Bill
  - Surveillance/Bill
  - Surveillance Request
  - Unassigned

- Legal Docs File Owner**
- Court Order (includes Child Support)
  - Demand
  - Full and Final Release
  - Legal Appeal
  - Power of Attorney (POA)
  - Subrogation
  - Unassigned

- Medical Docs**
- Clinical notes
  - FCE (Functional Capacity Evaluation)
  - IME (Independent Medical Evaluation)
  - Other Medical
  - Medical Bills
  - Unassigned

- Rehab Docs**
- External Vendor Correspondence
  - Rehab Bills
  - Rehab Correspondence
  - Rehab FCE
  - Rehab third Party Document
  - Rehab Visit Report
  - Unassigned

- Calculation Worksheet**
- Generic Calculation Worksheet
  - 100 Percent Partial Calculation Worksheet
  - 50 Percent Partial Calculation Worksheet
  - Rehab Worksheet
  - SS Worksheet
  - Unassigned

- New Claim Docs**
- Attending Physician Statement
  - Complete Claim Package
  - Employee Statement
  - Employer Statement
  - Notice of Claim
  - Partial claim Package
  - Sun Advisor
  - Transitional Claim Package

LAW OFFICES

**Daley, DeBofsky & Bryant**

55 W Monroe St  
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Chicago, Illinois 60603

VOICE (312) 372-5200  
FAX (312) 372-2778  
WEB ddbchicago.com

April 11, 2007

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Violet H. Borowski  
Barbara H. Borowski  
Sandra Dye  
Gregory A. Benker

Of Counsel  
Heather F. Aloe

Robert Goodall  
Claim Consultant  
Group Long Term Disability  
SunLife Assurance Company of Canada  
SC 3208  
One Sun Life Executive Bank  
Wellesley Hills, MA 02481-5699

RE: Ted Baxter  
Policy No. 067534-GD-Long Term Disability  
Control #230605-00981-00

Dear Mr. Goodall:

We are writing in regard to Ted Baxter's long-term disability benefits and pending workers' compensation claim. Please be advised that Mr. Baxter's workers' compensation attorney has informed us the claim appears highly tenuous and unlikely to succeed. However, a compromise settlement is possible. Thus, we are requesting Sun Life's agreement that Mr. Baxter would fulfill his obligation under SunLife's policy if he were to compromise his workers' compensation claim. We will of course advise you of the outcome and reimburse any overpayment created by the settlement.

If you have any questions, please contact our office. Thank you for your attention to this matter.

Very truly yours,



Mark D. DeBofsky

MDD/ccm  
cc: Kelly and Ted Baxter

Personally Prepped By: Carol Wax

- Personal and Confidential.  
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- Raised Seal Present on:  
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- Referenced enclosure was not found.  
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- This document was manually split.  
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- Attending Physician Statement
- Complete Claim Package
- Employee Statement
- Employer Statement
- Notice of Claim
- Partial claim Package
- Sun Advisor
- Transitional Claim Package

-----  
WORK TYPE: LTD Eligibility Review  
-----

Claim Control #:  
230605-00981-00

Claim Status:  
Approved Paying

Claim Type:  
LTD

Policy #:  
67534

Cert #:  
84503725

Group Office:  
CHICAGO

Last Name:  
BAXTER

First Name:  
TED

Claim Office:  
Boston STD

Last Payment Date:  
21-Jul-2008

Start Date:  
27-Jun-2005

Due Date:  
07-Jul-2005

Priority:  
1



-----  
ELIGIBILITY REVIEW  
-----

Policy EFF Date: 01-Jan-2004 Bill Group:  
Plan ID: 4 Exp Group: 0  
Mail Code: W001 Date of Hire: 21-Jun-2004  
Waiting Period: Employee EFF Date: 21-Dec-2004  
Number of Units: 0 Pre-X Review Needed:  
Type: Pre-X Plan Design: - -  
Date Last Worked: 21-Apr-2005  
Prior Carrier:

If Y, name of carrier:

Plan Comparison:

Contrib/Non-Contrib: Contributory Is Member Late Entrant:  
If Contrib, Enr Card Rec: Yes If Y, was entrant EOI rec:  
Date Enr Card signed: Is Member in Eligible Class: Yes  
Was Member insured at DLW: Yes

TAXABILITY  
-----

% of Member Contributions: 100 % Sponsor Contribution: 0  
% Taxable: 0 FICA End Date:  
Add Tax Withholding: 0 Date EE reaches OASDI Max:  
Effective Date:  
End Date:

-----  
CONTRACTUAL REVIEW  
-----

DISABILITY INFORMATION  
-----

Elimination Period:	Days	Coordinate With STD:	
EP Units:	90	Date of STD Expiry:	
Date 1st Treated after DLW:		Max Benefit Period:	
ADEA/SSNR Schedule:		Expiry Date:	17-Nov-2028
SSNRA to Age:	0	First Payment Date:	21-Jul-2005
Disability Date:	22-Apr-2005	Change of Def Date:	21-Jul-2008
Own Occupation Months:	36		

LIMITATIONS/EXCLUSIONS  
-----

Mental/Nervous Max:	M and N Max Pay Date:
Intoxication Exclusion:	90 Day Extension:
Incarceration Limitation:	

OTHER BENEFITS  
-----

Survivor Benefit:	Yes	Spouse:
Children:		
Name1:		DOB1:
Name2:		DOB2:
Name3:		DOB3:

-----  
CLAIM CONSIDERATIONS  
-----

Is Claim a Result of MVA:

Accident Report Recd:

If Y, does EE work in Any Compulsory Benefit State? (If Y, see guidelines)

If Y, which state: (If Y, see guidelines)

Does Member work in any of the following states: (If Y, see guidelines)

Does EE work and live in any of the following states: (If Y, see guidelines)

LTD WORKSHEET  
-----

BENEFIT/PAYMENT INFO

Salary based on Payment Frequency \$: 25000 COLA Benefit at \$: 0

Gross Benefit %: 60 Effective Date:

Gross Benefit Amt: 15000

All Source At %: Rehab Benefit at % Amt

All Source Amt \$: 0 Rehab Amt \$: 0

Min Benefit %: 10 Rehab Benefit from date:

Min Benefit Amt \$: 1500 Rehab Benefit to date:

Max Benefit Amt \$:

1st IBME  2nd IBME  3rd IBME

-----  
OFFSETS  
-----

Offset Code:		OffsetCode:	
EffectiveDate:		EffectiveDate:	
Monthly Amt \$:	0	Monthly Amt \$:	0
Term Date:		Term Date:	
Net Benefit Amt \$:	0	Net Benefit Amt \$:	0

Offset Code:		OffsetCode:	
EffectiveDate:		EffectiveDate:	
Monthly Amt \$:	0	Monthly Amt \$:	0
Term Date:		Term Date:	
Net Benefit Amt \$:	0	Net Benefit Amt \$:	0

-----  
INITIAL CLAIM CHECKLIST  
-----

Check all the following, once recieved:

- Employer Statement
- Employee Statement
- Attend Phys Statement
- Employee Authorization
- Reimbursement Agreement
- Formal Job Description
- Supporting Payroll Information
- Copy of Policy in File

Check all the following, as applicable:

- LTD 99 Contract
- SS90/GLIPS
- Mandatory Rehab
- Group Life Insurance
- STD Transition
- Sun Advisor Transition
- Sun Select Plan

Date Claim Approved:

-----  
Completed Date:  
27-Jun-2005

Assigned To:  
John Fontaine

Created:  
27-Jun-2005

## SUN LIFE ASSURANCE COMPANY OF CANADA


**Policyholder:** Citadel Investment Group, L.L.C.  
**Policy Number:** 67534  
**Policy Effective Date:** January 1, 2002  
**Policy Anniversary:** January 1, 2003  
**Policy Amendment Effective Date:** January 1, 2005

This Policy is delivered in Illinois and is subject to the laws of that jurisdiction. Premiums are due and payable monthly on the first day of each month. Policy anniversaries will be annual beginning on January 1, 2003.

Sun Life Assurance Company of Canada (Sun Life) agrees to pay the benefits in accordance with all provisions provided by this Policy for Employee Basic Life, Dependent Basic Life, Employee Basic Accidental Death and Dismemberment, Employee Optional Life, Dependent Optional Life, and Long Term Disability Insurance. This Policy is issued in consideration of the Application of the Policyholder, a copy of which is attached, and continued payment of premiums by the Policyholder. The following pages including any Riders, Endorsements or Amendments are a part of this Policy.

For the purpose of effective dates and termination dates under this Policy, all days begin at 12:00 midnight and end at 11:59:59 pm.

Signed at Sun Life's U.S. Headquarters, One Sun Life Executive Park, Wellesley Hills, MA 02481.



President

### READ YOUR POLICY CAREFULLY

**Group Term Insurance Policy**

Non-Participating

93P-LH.1



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**Section I  
Schedule of Benefits**

**ELIGIBLE CLASSES**

**Basic Employee Life, Basic Employee Accidental Death & Dismemberment, Basic Dependent Life, Optional Employee Life and Optional Dependent Life Insurance**

All Full-Time Employees scheduled to work at least 24 hours per week.

**Long Term Disability Insurance**

All Full-Time Employees scheduled to work at least 30 hours per week.

**WAITING PERIOD**

**Life and Accidental Death and Dismemberment Insurance**

None

**Long Term Disability Insurance**

3 months

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

**BASIC INSURANCE**

**CLASSIFICATION**

All Employees

**LIFE**

1.5 times the  
Employee's Basic  
Annual Earnings\*

**AD&D**

An amount equal to the  
Employee's amount of  
Basic Life Insurance in  
force



**Section I**  
**Schedule of Benefits**

**OPTIONAL LIFE INSURANCE**

**CLASSIFICATION**

All Employees

**LIFE**

An Employee may elect 1, 2, 3, 4  
or 5 times the Employee's Basic  
Annual Earnings\*

\* rounded to the next higher \$1,000, if not already a multiple of \$1,000

The **Basic Maximum Benefit** is \$300,000.

The **Optional Maximum Benefit** is the lesser of:

- \$500,000
- 5 times the Employee's Basic Annual Earnings

The **Guaranteed Issue Amount** for Optional Life Insurance is \$150,000.

An Employee's amount of Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance shown in the Schedule will reduce to 50% when he attains age 70.

An Employee's Basic and Optional Life and Basic Accidental Death and Dismemberment Insurance terminates at the Employee's retirement.

**Evidence of Insurability**, satisfactory to Sun Life, will be required for any of the following reasons:

- an Employee who, on his initial Eligibility Date, elects Basic Life Insurance only and subsequently elects Optional Life Insurance; or
- an Employee who elects an increase in his amount of Optional Life Insurance; or
- an Employee whose amount of Life Insurance is in excess of the Guaranteed Issue Amount; or
- any subsequent increase which exceeds the greater of \$20,000 or 15% of an Employee's amount of Life Insurance if, after the increase, the Employee's amount of Life Insurance is in excess of the Guaranteed Issue Amount.

**Section I  
Schedule of Benefits**

**DEPENDENT LIFE INSURANCE**

**BASIC LIFE INSURANCE**

**CLASSIFICATION**

All Employees

<b>Spouse</b>	<b>Child under age 19**</b>
\$10,000	\$5,000*

\* the amount of Dependent Basic Life Insurance for a child under 14 days is None.

\* the amount of Dependent Basic Life Insurance for a child age 14 days but under 6 months is \$1,000.

\*\* to age 26 if the Employee's child is an enrolled full-time student and depends on the Employee for 50% or more of his support.

(The amount of Dependent Basic Life Insurance cannot exceed 50% of the Employee's amount of Basic Life Insurance)

**Section I  
Schedule of Benefits**

**OPTIONAL LIFE INSURANCE**

**CLASSIFICATION**

All Employees enrolled in Employee Optional Life Insurance

**Spouse**

An Employee may elect an amount of Dependent Spouse Optional Life Insurance in \$5,000 increments

**Child under age 19\*\***

An Employee may elect one of the following options:

Option I	\$5,000*
Option II	\$10,000*

The Dependent Spouse **Optional Maximum Benefit** is \$100,000

- \* the amount of Dependent Optional Life Insurance for a child under 14 days is None.
- \* the amount of Dependent Optional Life Insurance for a child age 14 days but under 6 months is \$500.
- \*\* to age 23 if the Employee's child is an enrolled full-time student and depends on the Employee for 50% or more of his support.

(The amount of Dependent Optional Life Insurance cannot exceed 50% of the Employee's amount of Optional Life Insurance)

The **Guaranteed Issue Amount** for Dependent Spouse Optional Life Insurance is \$50,000.

A Dependent Spouse's amount of Optional Life Insurance terminates when the Dependent Spouse attains age 70.

**Evidence of Insurability**, satisfactory to Sun Life, will be required for an Employee's Dependent for any of the following reasons:

- an Employee who, on his initial Eligibility Date, elects Dependent Basic Life Insurance only and subsequently elects Dependent Optional Life Insurance; or
- an Employee who elects Employee Basic Life Insurance only and subsequently elects Employee Optional Life Insurance and Dependent Optional Life Insurance; or
- an Employee who elects an amount of Life Insurance for a Dependent in excess of the Guaranteed Issue Amount; or
- an Employee who elects an increase in his amount of Dependent Optional Life Insurance.

**Section I  
Schedule of Benefits**

**LONG TERM DISABILITY INCOME INSURANCE**

**CLASSIFICATION**

All Employees

- a. The **Benefit Percentage** is: 60% of Total Monthly Earnings.
- b. The **Maximum Monthly Benefit** is: \$25,000.

The **Minimum Monthly Benefit** is \$100 or 10% of the Gross Monthly Benefit, whichever is greater.

**Elimination Period**

90 days

**Maximum Benefit Period**

**Age at Disability**

**Maximum Benefit Period**

Less than age 60

To age 65, but not less than 60 months

60

60 Months

61

48 Months

62

42 Months

63

36 Months

64

30 Months

65

24 Months

66

21 Months

67

18 Months

68

15 Months

69 and over

12 Months

**Section I  
Schedule of Benefits**

**CONTRIBUTIONS**

Employees will contribute to the cost of their Employee Optional Life and Dependent Optional Life Insurance.

Employees will not contribute to the cost of their Employee Basic Life, Employee Basic Accidental Death and Dismemberment and Dependent Basic Life Insurance.

Employees may elect to contribute to the cost of their Long Term Disability Insurance.

**INITIAL MONTHLY PREMIUM RATES**

Employee Basic Life Insurance	Refer to Attachment A
Employee Optional Life Insurance	Refer to Attachment A
Employee Basic Accidental Death and Dismemberment Insurance	Refer to Attachment A
Dependent Basic Life Insurance	Refer to Attachment A
Dependent Optional Life Insurance	Refer to Attachment A
Long Term Disability Insurance	Refer to Attachment A

The initial monthly premium rates are guaranteed until December 31, 2004 for Basic Life, Basic Accidental Death & Dismemberment, Dependent Basic Life, Optional Life and Dependent Optional Life Insurance, and until December 31, 2003 for Long Term Disability Insurance unless otherwise specified in Section VIII, Premiums. See Section VIII, Premiums for more information.

## Section II Definitions

**In this section Sun Life defines some basic terms needed to understand this Policy. All male terms include the female term, unless stated otherwise.**

**For purposes of this Policy:**

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

An Employee is considered Actively at Work on any day that is not his regular scheduled work day (e.g. vacation or holiday), provided the Employee was Actively at Work on his immediately preceding scheduled work day and the Employee:

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

An Employee is considered Actively at Work if he usually performs the regular duties of his job at his home, provided the Employee can perform all the regular duties of his job for a full work day and could do so at the Employer's normal place of business if required to do so, and the Employee:

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

**Application** means the document pertaining to the plan of insurance applied for by the Policyholder. This document is attached to this Policy.

**Certificate** means a written booklet prepared by Sun Life which includes any Riders, Endorsements or Amendments, containing a summary of:

1. the insurance benefits an Employee is entitled to;
2. to whom the benefits are payable; and
3. any limitations, exclusions or requirements that may apply.

**Contributory Insurance** means insurance for which the Employee is required to pay all or part of the premium.

**Eligibility Date** means the date or dates an Employee in an Eligible Class becomes eligible for insurance under this Policy. Classes eligible for insurance are shown in Section I, Schedule of Benefits.

**Employee** means a person who is employed by the Employer, scheduled to work at least the number of hours shown in Section I, Schedule of Benefits, and paid regular earnings.

**Employer** means Citadel Investment Group, L.L.C. and includes any Subsidiary or Affiliated company named in the Application.

**Evidence of Insurability** means a statement or proof of an Employee's or Dependent's medical history upon which acceptance for insurance will be determined by Sun Life. The Employee or Dependent must agree to submit to a paramedical examination and/or provide copies of medical records, if requested by Sun Life. Sun Life will pay the cost of any paramedical examination ordered by Sun Life for the purpose of providing Evidence of Insurability.

**Grace Period** means the 31 days following a premium due date.

## Section II Definitions

**Guaranteed Issue Amount** means the maximum amount of insurance available under this Policy without Evidence of Insurability. If the Employee's or Dependent's amount of insurance exceeds the Guaranteed Issue Amount available under this Policy, any amount in excess of the Guaranteed Issue Amount is available to the Employee or Dependent only if he has furnished Evidence of Insurability to Sun Life and has been approved for any excess amount above the Guaranteed Issue Amount.

**Hospital or Institution** means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians.

**Injury** means bodily impairment resulting directly from an accident and independently of disease. Any Injury must occur and any disability must begin while the Employee is insured under this Policy.

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

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

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

The Physician cannot be the Employee, his spouse or the parents, brothers, sisters or children of the Employee or his spouse.

**Policyholder** means the entity to whom the Policy is issued.

**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 Employees and is not funded wholly by Employee contributions. The term will 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.

Employer's Retirement Plan will include any Retirement Plan:

1. which is part of any federal, state, county, municipal or association retirement system; and
2. the Employee is eligible for as a result of employment with the Employer.

**Sickness** means illness, disease or pregnancy. Any disability, because of Sickness, must begin while the Employee is insured under this Policy.

**U.S. Headquarters** means Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481.

**Waiting Period** means the length of time immediately before an Employee's Eligibility Date during which he must be employed in an Eligible Class. Any period of time prior to the Policy Effective Date the Employee was Actively at Work for the Employer will count towards completion of the Waiting Period. The Waiting Period is shown in Section I, Schedule of Benefits.

## Section II Definitions

### The following Definitions are applicable to Life Insurance

**Basic Annual Earnings** means the Employee's current salary or wage from the Employer. Basic Annual Earnings includes the most recently declared performance bonus, but does not include commissions, overtime pay or any other extra compensation.

**Basic Maximum Benefit** means the largest amount of Basic Life Insurance available to an Employee under this Policy. The Basic Maximum Benefit is shown in Section I, Schedule of Benefits.

**Beneficiary** means the person (other than the Employer) who is entitled to receive death benefit proceeds as they become due under this Policy. A Beneficiary must be named by the Employee on a form acceptable to Sun Life and executed by the Employee.

**Optional Maximum Benefit** means the largest amount of Optional Life Insurance available to an Employee under this Policy. The Optional Maximum Benefit is shown in Section I, Schedule of Benefits.

**Retirement** means the first of the following to occur:

1. the effective date of the Employee's retirement benefits under:
  - a. any plan of a federal, state, county, municipal or an association retirement system which the Employee is eligible as a result of his employment with the Employer;
  - b. any Retirement Plan the Employer sponsors; or
  - c. any Retirement Plan to which the Employer:
    - i. makes contributions to; or
    - ii. has made contributions.
2. the effective date of the Employee's retirement benefits under the Social Security Act or any similar plan or act. However, if the Employee meets the definition of Employee and is receiving retirement benefits under the Social Security Act or similar plan or act, the Employee will not be considered retired.

**Terminally Ill or Terminal Illness** means an Employee's Sickness or physical condition that is certified by a Physician to reasonably be expected to result in death within twenty-four months or less.

**Total Disability or Totally Disabled** means an Employee, because of Injury or Sickness, is unable to perform the material and substantial duties of any occupation for which he is or becomes reasonably qualified for by education, training or experience.



## Section II Definitions

**The following Definitions are applicable to Dependent Life Insurance**

**Dependent** means an Employee's:

- spouse;
- unmarried child from live birth to under age 19;
- unmarried child under age 26 who is enrolled as a full-time student and depends on the Employee for 50% or more of his support.

An Employee's unmarried step-child, foster child or adopted child is included as a Dependent if he depends on the Employee for 50% or more of his support and is living with the Employee in a regular parent-child relationship. A child is considered adopted if he is in the legal custody of the Employee under an interim court order of adoption, whether or not a final adoption order is ever issued.

Dependent does not include:

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

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

**Optional Maximum Benefit** means the largest amount of Dependent Optional Life Insurance available to an Employee under this Policy. The Optional Maximum Benefit is shown in Section I, Schedule of Benefits.

**Section II**  
**Definitions**

**The following Definitions are applicable to Accidental Death and Dismemberment Insurance**

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

**AD&D** means Accidental Death and Dismemberment.

## Section II Definitions

**The following Definitions are applicable to Long Term Disability Insurance**

**Disability Earnings** means the employment income an Employee receives while Partially Disabled or income an Employee receives while participating in an approved Rehabilitation program.

**Drug and Alcohol Illness** means an illness which results from the abuse of alcohol, drugs or derivatives.

**Elimination Period** means a period of continuous days of Total or Partial Disability for which no LTD Benefit is payable. The Elimination Period is shown in Section I, Schedule of Benefits and begins on the first day of Total or Partial Disability.

If the Employee returns to work for 15 working days or less during the Elimination Period and cannot continue working, the Total or Partial Disability will be treated as continuous. However, only those days that the Employee is Totally or Partially Disabled will count toward satisfying the Elimination Period.

**Family Social Security** means benefits that are paid by the Federal Social Security Act to an eligible spouse and/or children as a result of the Employee's Total or Partial Disability.

**Gainful Occupation** means employment that is or can be expected to provide an Employee with an income of at least 60% of his Indexed Total Monthly Earnings.

**Gross Monthly Benefit** means the Employee's Monthly Benefit before any reduction of Other Income Benefits as described in Section IV, Long Term Disability Income Benefits and before any reduction of Disability Earnings.

**Indexed Total Monthly Earnings** means the Employee's Total Monthly Earnings prior to the date his Total or Partial Disability began adjusted on the first of the month following 12 calendar months of Partial Disability Benefit payments and each annual anniversary thereafter. Each adjustment to the Indexed Total Monthly Earnings is the lesser of 10% or the current annual percentage increase in the Consumer Price Index for Wage Earners and Clerical Workers as published monthly by the U.S. Department of Labor. Sun Life reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

**LTD** means Long Term Disability.

**Material and Substantial Duties** means, but is not limited to, the essential tasks, functions, skills or responsibilities required by employers for the performance of the Employee's Own Occupation. Material and Substantial Duties does not include any tasks, functions, skills or responsibilities that could be reasonably modified or omitted from the Employee's Own Occupation.

**Maximum Monthly Benefit** means the largest amount payable monthly to an Employee under this Policy. The Maximum Monthly Benefit is shown in Section I, Schedule of Benefits.

## **Section II Definitions**

**Mental Illness** means mental, nervous, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, dysfunction or syndrome regardless of cause, including any biological or biochemical disorder or imbalance of the brain. Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the Diagnostic and Statistical Manual (DSM) of the American Psychiatric Association, in effect on the date of Total or Partial Disability or a comparable manual if the American Psychiatric Association stops publishing the (DSM).

**Own Occupation** means the usual and customary employment, business, trade, profession or vocation that the Employee performed as it is generally recognized in the national economy immediately prior to the first date Total or Partial Disability began. Own Occupation is not limited to the job or position the Employee performed for the Employer or performed at any specific location.

**Partial Disability or Partially Disabled** means during the Elimination Period and the next 36 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation and the Employee has Disability Earnings of less than 80% of his Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid for 36 months, the Employee will continue to be Partially Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience and the Employee has Disability Earnings of less than 60% of his Indexed Total Monthly Earnings.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Partial Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

**Primary Social Security** means benefits paid under the Federal Social Security Act to an Employee if he becomes Totally or Partially Disabled.

**Social Security** means the Federal Social Security Act which provides social insurance on a national scale.

**Total Disability or Totally Disabled** means during the Elimination Period and the next 36 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation. After Total or Partial Disability benefits combined have been paid for 36 months, the Employee will continue to be Totally Disabled if he is unable to perform with reasonable continuity any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience.

The loss of a professional or occupational license or the inability to obtain or qualify for a license for any reason does not, in itself, constitute Total Disability.

To qualify for benefits, the Employee must satisfy the Elimination Period with the required number of days of Total Disability, Partial Disability or a combination of days of Total and Partial Disability.

**Section II**  
**Definitions**

**Total Monthly Earnings** means the Employee's basic monthly earnings as reported by the Employer immediately prior to the first date Total or Partial Disability begins. Total Monthly Earnings does not include commissions, bonuses, overtime pay or any other extra compensation.

If an Employee is paid on an hourly basis, Total Monthly Earnings will be based on the Employee's hourly rate of pay, but will not exceed 40 hours per week.

**Section III**  
**Eligibility and Effective Dates**

**A. Eligible Classes**

The class(es) eligible for insurance are shown in Section I, Schedule of Benefits.

**B. Eligibility Date**

An Employee in an Eligible Class will be eligible for insurance on the latest of the following dates:

1. January 1, 2002; or
2. September 1, 2002 for all Citadel Energy Employees; or
3. the Employee's first day of employment for Employee Basic Life, Employee Basic Accidental Death and Dismemberment and Employee Optional Life Insurance.
4. the day after the Employee completes the Waiting Period for Long Term Disability Insurance.

An Employee in an Eligible Class will be eligible for Dependent Life Insurance on the latest of the following dates:

1. the date he is insured for Employee Basic Life Insurance for Dependent Basic Life Insurance; or
2. the date he is insured for Employee Optional Life Insurance for Dependent Optional Life Insurance;  
or
3. January 1, 2002; or
4. the date the Employee first acquires a Dependent.

If a former Employee is rehired by the Employer within 6 months of his termination date, all past periods of employment during which the Employee was Actively at Work with the Employer will count towards completion of the Waiting Period. The Employee's Eligibility Date will be the later of the date he is rehired or the day after completion of the Waiting Period.

If a former Employee is rehired by the Employer 6 months or later after his termination date, the Employee's Eligibility Date will be the day after he completes a new Waiting Period.

**C. Effective Date of Insurance**

Basic Employee Life, Basic Employee Accidental Death & Dismemberment, Basic Dependent Life and Long Term Disability Insurance

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on his Eligibility Date.

A Dependent will be insured, subject to the Delayed Effective Date of Insurance, on the latest of the following dates:

- the date the Employee is eligible for Dependent Basic Life Insurance; or
- the date the Dependent first becomes a Dependent.

### **Section III Eligibility and Effective Dates**

#### **Optional Employee Life and Optional Dependent Life Insurance**

An Employee will be insured, subject to the Delayed Effective Date of Insurance, on one of the following dates:

- the Employee's Eligibility Date, if he has made a written application for insurance on or before that date; or
- the date the Employee makes a written application for insurance, if he applies on or before the 31st day after his Eligibility Date; or
- the date Sun Life approves the Employee's Evidence of Insurability, if the Employee makes a written application for insurance later than 31 days after his Eligibility Date.

A Dependent will be insured, subject to the Delayed Effective Date of Insurance, on the latest of the following dates:

- the date the Employee is eligible for Dependent Optional Life Insurance, if the Employee has made a written application for Dependent Optional Life Insurance on or before that date; or
- the date the Employee makes a written application for Dependent Optional Life Insurance, if the Employee applies on or before the 31st day after his Eligibility Date for Dependent Optional Life Insurance; or
- the date Sun Life approves the Dependent's Evidence of Insurability, if the Employee makes a written application for Dependent Optional Life Insurance later than 31 days after his Eligibility Date for Dependent Optional Life Insurance; or
- the date the Dependent first becomes a Dependent, if at least one other Dependent is then insured.

#### **Delayed Effective Date of Insurance**

The Effective Date of any initial, increased or additional insurance will be delayed for an Employee if he is not Actively at Work. The initial, increased or additional insurance will become effective on the date the Employee returns to an Actively at Work status.

The Effective Date of any initial, increased or additional insurance will be delayed for a Dependent if he is hospital confined. The initial, increased or additional insurance will become effective on the date the Dependent is no longer hospital confined. Hospital confined does not apply to a newborn child.

#### **Refusal of Coverage**

If an eligible Employee declines his insurance, or terminates his insurance in writing while continuing to be eligible, the Employee will become insured after he applies for insurance and Evidence of Insurability is approved by Sun Life.

**Section III**  
**Eligibility and Effective Dates**

If an eligible Employee declines his Dependent's insurance, or terminates his Dependent's insurance in writing while continuing to be eligible, the Dependent will become insured after the Employee applies for Dependent Insurance and Evidence of the Dependent's Insurability is approved by Sun Life.

**Changes in Insurance**

Changes in an Employee's amount of insurance due to a:

- change in an Employee's salary;
- change in an Employee's schedule choice;
- change in an Employee's age;

will take effect immediately upon the date of change.

However, any increase in insurance will be subject to any Evidence of Insurability requirements and the Delayed Effective Date of Insurance provision.



**Section IV  
Benefit Provisions**

**Employee Life Insurance**

**Death Benefit**

If Sun Life receives Notice and Proof of Claim that an Employee dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Life Insurance in force on the Employee's date of death.

**Basic Life Insurance**

The amount of Basic Life Insurance is the Employee's Basic amount of insurance as determined in Section I, Schedule of Benefits.

In no event shall an Employee's Basic Life Insurance exceed the Basic Maximum Benefit (shown in Section I, Schedule of Benefits).

The amount of Basic Life Insurance is subject to any age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Basic Life Insurance under the Conversion Privilege of this Policy, his amount of Basic Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

**Optional Life Insurance**

The amount of Optional Life Insurance is the lesser of:

1. the Employee's Optional amount of insurance elected (as determined in Section I, Schedule of Benefits); or
2. the Employee's Guaranteed Issue Amount for Optional Life Insurance (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of Insurability has been approved by Sun Life in excess of the Guaranteed Issue Amount for Optional Life Insurance.

In no event shall an Employee's Optional Life Insurance exceed the Optional Maximum Benefit (shown in Section I, Schedule of Benefits).

The amount of Optional Life Insurance is subject to any Evidence of Insurability requirements, age reductions or terminations shown in Section I, Schedule of Benefits.

If a former Employee had converted his Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Optional Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

**Exclusions**

If the Employee's cause of death is suicide:

1. No amount of Optional Life Insurance is payable if the suicide occurs within 24 months after the Employee's Optional Life Insurance is effective.
2. No increased or additional amount of Optional Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Optional Life Insurance is effective.
3. No amount of Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

**Waiver of Premium Provision**

Total Disabilities that begin before age 60

If Sun Life receives Notice and Proof of Claim that an Employee becomes Totally Disabled:

- while insured; and
- before his 60th birthday; and
- before his retirement;

the amount of Life Insurance will continue for that Employee from the date of Total Disability without further payment of premiums.

The Employee must apply for Waiver of Premium no later than 12 months after the Employee ceases to be Actively at Work. Proof of Claim is required no later than 15 months after the Employee ceases to be Actively at Work. Sun Life may require periodic proof of the continuance of Total Disability at reasonable intervals, but not more often than twice a year after the Employee has been continuously Totally Disabled for two years.

All amounts of life insurance under this Waiver of Premium Provision are subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not been Totally Disabled. This amount will be further reduced by the amount of any individual policy issued to the Employee pursuant to the Conversion Privilege of this Policy unless that individual policy is exchanged for a full refund of premiums paid.

Sun Life has the right to designate a Physician to examine the Employee when and as often as may be reasonably required.

The Waiver of Premium for an Employee ceases on the earliest of:

- the date he ceases to be Totally Disabled.
- the date he fails to furnish any required Proof that he continues to be Totally Disabled.
- the date he fails to submit to any required Examinations.
- any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with the disabling condition.
- the date he retires.
- the date he attains age 70.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

An Employee is deemed to be retired when he receives any compensation from a Retirement Plan of the Employer or when the Employee attains age 70, whichever occurs first.

An Employee's rights to continued benefits pursuant to this Waiver of Premium Provision are determined on the date Total Disability begins. These rights are subject to the terms of this Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Provision.

**Accelerated Benefit**

Sun Life will pay an Accelerated Benefit to the Employee at the Employee's request, if Sun Life receives satisfactory proof of the Employee's Terminal Illness.

To be eligible for the Accelerated Benefit an Employee must:

(Applicable to Employees employed on or before January 1, 2002)

- have been Actively at Work on January 1, 2002 and insured under the Life Insurance Benefit Provision for at least 60 days. Any period of time the Employee was insured for similar benefits under the previous insurer's group life policy will be used to satisfy this requirement;

(Applicable to Employees employed after January 1, 2002)

- have been insured under the Life Insurance Benefit Provision for at least 60 days;

(Applicable to All Employees)

- be certified as Terminally Ill with a life expectancy of twenty four months or less;
- submit a written request to Sun Life while the Employee's Life Insurance is in force;
- be insured for at least \$20,000 of Life Insurance;
- have a signed acknowledgment and agreement to pay the Accelerated Benefit from any applicable absolute assignee, irrevocable beneficiary, or former spouse if the former spouse was required to be the beneficiary as part of a divorce decree.

Sun Life may confirm the diagnosis of a Terminal Illness with a medical examination performed by a Physician of Sun Life's choice.

The Accelerated Benefit is an amount up to 75% of the applicable amount of Life Insurance in force as of the date Sun Life receives a written request to provide an Accelerated Benefit.

The Accelerated Benefit will be paid as a single lump sum. The maximum amount of the Accelerated Benefit is \$500,000. The minimum amount of the Accelerated Benefit that can be requested is \$10,000. The Accelerated Benefit may be elected only once during the lifetime of the Employee.

If the Employee has received accelerated life insurance benefits under any other group insurance policy, that Employee is precluded from receiving up to that amount from Sun Life, as an Accelerated Benefit or as a Death Benefit.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

If an Employee receives an Accelerated Benefit payment, the amount of Life Insurance remaining in force will be reduced by an amount equal to the Accelerated Benefit paid. The remaining amount of life insurance is subject to the same Policy terms and conditions including subsequent reductions and terminations at specified ages and/or at retirement as would have been applicable had the Employee not received an Accelerated Benefit.

If the Employee is eligible for Waiver of Premium, the amount of life insurance remaining in force on which premiums are waived will be based on the reduced amount of life insurance.

If the Employee subsequently converts his amount of life insurance, the amount eligible for conversion will be based on the reduced amount of life insurance.

**Continuation of Life Insurance if the Employee is Totally Disabled**

If an Employee's Life Insurance terminates while the Employee is Totally Disabled, the Employee may continue his Life Insurance for up to 6 months on a premium paying basis. The Employee must elect to continue his Life Insurance and make timely payment to the Policyholder of that portion, if any, of the premium required to continue his Life Insurance in force within 31 days of the termination of his Life Insurance.

This continuation of the Employee's Life Insurance will terminate on the earliest of:

- the date the Employee does not make the required premium payment to the Policyholder; or
- the date ending 6 months after the Employee's Life Insurance originally terminated; or
- the date this Policy terminates; or
- the date the Employee is approved for continuation of his Life Insurance pursuant to the Waiver of Premium Provision.

**Portability Privilege**

**Benefit**

If, prior to age 65, an Employee's Optional Life Insurance ceases due to termination of his employment, the Employee may apply for portable coverage on his own life up to the amount of Optional Life Insurance that ceased, to a maximum of \$500,000. If the amount of Optional Life Insurance that ceased is \$10,000 or more, the minimum amount of the coverage must be \$10,000.

If an Employee elects to apply for portable coverage of any amount of Optional Life Insurance, he may also apply for portable coverage to continue any amount of Dependent Optional Life Insurance which ceased due to termination of employment.

An Employee whose coverage has been continued on Waiver of Premium under this Policy is not eligible to apply for portable coverage.

An Employee who elects to convert his coverage to an individual policy under the Conversion Privilege is not eligible to apply for portable coverage.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

**Application for Portable Coverage**

1. Written application, including a statement of good health, must be made to Sun Life within the 31 day conversion period following the date the Optional Life Insurance ceases.
2. Portable coverage will be effective on the date that Sun Life approves the Employee's Application for portable coverage.
3. Portable coverage will be provided under a group term life policy providing death benefits only, without waiver of premium or Accelerated Death benefits.
4. The premium will be the current rate Sun Life charges for the standard class of risk and age the insured belongs to under the Portable Group Life Policy.
5. If the application for Portable Coverage is declined by Sun Life, the Employee will be given 31 days, commencing on the date the application is declined, to convert to an individual policy under the Conversion Privilege.

**Termination of Portable Coverage**

Portable coverage will terminate on the occurrence of the earliest of the following:

- the date for which the last premium has been paid by the Employee; or
- the expiration of 10 years following the date portable coverage commences; or
- the date the Employee attains age 65; or
- the date the portable group insurance policy terminates.

When Portable Coverage terminates, the Employee will have the right to convert the amount of coverage to an individual policy.

**Conversion Privilege**

**Benefit**

1. If all or part of an Employee's Life Insurance ceases or reduces due to:
  - termination of his employment; or
  - termination of his membership in an Eligible Class; or
  - the Employee's retirement; or
  - the Employee reaching a specified age; or
  - the Employee changing to a different Eligible Class; or
  - termination of the Employee's Waiver of Premium continuation; or
  - the Employee's continuation period ending during layoff or an approved leave of absence;

then the Employee may apply for an individual policy on his own life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

2. If the Employee has been continuously insured for five or more years under this Policy's Life Benefit Provision and all or part of the Employee's Life Insurance ceases or reduces due to:
- reduction of the amount of Life Insurance in an Eligible Class by an amendment to the Life Insurance Benefit Provision; or
  - termination of the Life Insurance Benefit Provision; or
  - termination of this Policy; or
  - termination of an Eligible Class by an amendment to the Life Insurance Benefit Provision;

then the Employee may apply for an individual policy on his own life. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased, reduced by the amount of any life insurance the Employee is eligible for under any group policy within 31 days after his Life Insurance ceased.

The Employee will be issued an individual policy without Evidence of Insurability.

**Application for the Individual Policy**

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Employee is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Employee shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of whole life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Employee belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

**Death Within 31 Days**

If the Employee dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Employee would have been eligible to convert.

**Section IV  
Benefit Provisions**

**Employee Life Insurance**

**Continuity of Coverage**

In order to prevent loss of coverage for an Employee when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to January 1, 2002, Sun Life will provide the following coverage.

**Employees not Actively at Work on January 1, 2002**

An Employee may become insured under this Policy on January 1, 2002, subject to all of the following conditions:

1. he was insured under the prior insurer's group Life policy immediately prior to January 1, 2002; and
2. he is not Actively at Work on January 1, 2002; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date ; and
5. he is 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 this 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's Policy will apply.

**Section IV  
Benefit Provisions**

**Dependent Life Insurance**

**Death Benefit**

If Sun Life receives Notice and Proof of Claim that a Dependent dies while insured, then subject to the Exclusions, Sun Life will pay the amount of Life Insurance in force on the Dependent's date of death.

**Basic Life Insurance**

The amount of Basic Life Insurance is the Dependent's amount of insurance as determined in Section I, Schedule of Benefits.

If a Dependent had previously converted his Basic Life Insurance under the Conversion Privilege of this Policy, his amount of Dependent Basic Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.

**Optional Life Insurance**

The amount of Dependent Optional Life Insurance is the lesser of:

1. the Dependent's amount of Optional Life Insurance elected by the Employee in the Schedule (as determined in Section I, Schedule of Benefits); or
2. the Guaranteed Issue Amount (shown in Section I, Schedule of Benefits), plus any amount of insurance that Evidence of the Dependent's Insurability has been approved by Sun Life in excess of the Dependent's Guaranteed Issue Amount.

In no event shall a Dependent's Optional Life Insurance exceed the Optional Maximum Benefit shown in Section I, Schedule of Benefits.

The amount of Dependent Optional Life Insurance is subject to any Evidence of Insurability requirements or terminations shown in Section I, Schedule of Benefits.

If a Dependent had previously converted his Optional Life Insurance under the Conversion Privilege of this Policy, his amount of Dependent Optional Life Insurance will be reduced by the amount of any insurance remaining in force under that individual policy.



**Section IV  
Benefit Provisions**

**Dependent Life Insurance**

**Exclusions**

If the Dependent Spouse's cause of death is suicide:

1. No amount of Dependent Spouse Optional Life Insurance is payable if the suicide occurs within 24 months after the Dependent Spouse's Optional Life Insurance is effective. Any period of time the Dependent Spouse was insured for the same amount of Dependent Optional Life Insurance under the previous insurer's group Life policy will count towards completion of the 24 months.
2. No increased or additional amount of Dependent Spouse Optional Life Insurance is payable if the suicide occurs within 24 months after the increased or additional amount of Dependent Spouse Optional Life Insurance is effective.
3. No amount of Dependent Spouse Optional Life Insurance in excess of the Guaranteed Issue Amount is payable if the suicide occurs within 24 months after the amount in excess of the Guaranteed Issue Amount is effective.

**Conversion Privilege**

**Benefit**

1. If all or part of a Dependent's Life Insurance ceases or reduces due to:
  - termination of the Employee's employment; or
  - termination of the Employee's membership in an Eligible Class; or
  - the Employee's retirement; or
  - the Employee reaching a specified age; or
  - the Employee changing to a different Eligible Class; or
  - the Dependent no longer meeting the definition of a Dependent;

then the Employee or Dependent may apply for an individual policy on the Dependent's life up to the amount that ceased. If the amount of Life Insurance that ceased is \$10,000 or more, the minimum amount of the individual policy must be \$10,000.

2. If the Dependent has been continuously insured for five or more years under this Policy's Dependent Life Insurance Benefit Provision and the Dependent's Life Insurance ceases due to:
  - termination of the Dependent Life Insurance Benefit Provision; or
  - termination of this Policy; or
  - termination of an Eligible Class by an amendment to the Dependent Life Insurance Benefit Provision;

then the Employee or Dependent may apply for an individual policy on the Dependent's life. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased, reduced by the amount of any life insurance the Dependent is eligible for under any group policy within 31 days after his Life Insurance ceased.

**Section IV  
Benefit Provisions**

**Dependent Life Insurance**

The Dependent will be issued an individual policy without Evidence of Insurability.

**Application for the Individual Policy**

1. written application must be made to Sun Life along with payment of the first premium, within the 31 day period (the 31 day conversion period) following the date the insurance ceases or reduces. If the Dependent is not given notice by the Employer of this conversion privilege within 15 days following the date his insurance ceases or reduces, the Dependent shall have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 30 days following the 31 day conversion period.
2. the individual policy may be any plan of whole life insurance available for conversion by Sun Life at the attained age and amount requested, but without disability or other supplemental benefits.
3. the premium will be the rate Sun Life charges for the standard class of risk and age to which the Dependent belongs on the effective date of the individual policy.
4. the effective date of the individual policy will be the day after the 31 day conversion period.

**Death Within 31 Days**

If the Dependent dies during the 31 day conversion period, a benefit will be paid upon receipt of Notice and Proof of Claim, whether or not application for the individual policy or payment of the first premium has been made. The benefit is the amount of Life Insurance the Dependent would have been eligible to convert.

**Section IV  
Benefit Provisions**

**Dependent Life Insurance**

**Continuity of Coverage**

In order to prevent loss of coverage for an Employee's Dependent when this Policy replaces a group Life policy the Employer had in force with another insurer immediately prior to January 1, 2002, Sun Life will provide the following coverage.

**Dependents subject to the Delayed Effective Date of Insurance on January 1, 2002**

An Employee's Dependent may become insured under this Policy on January 1, 2002, subject to all of the following conditions:

1. the Dependent was insured under the prior insurer's group Life policy immediately prior to January 1, 2002; and
2. the Dependent is subject to the Delayed Effective Date of Insurance on January 1, 2002; and
3. the Employee is a member of an Eligible Class under this Policy; and
4. premiums for the Dependent are paid up to date; and
5. the Dependent is not receiving or eligible to receive benefits under the prior insurer's group Life policy.

Any Dependent Life benefit payable will be the lesser of:

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

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

**Section IV  
Benefit Provisions**

**Employee Accidental Death and Dismemberment Insurance**

If Sun Life receives Notice and Proof of Claim that an Employee:

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

Sun Life will pay, subject to the Exclusions, the following percentage of Accidental Death and Dismemberment Insurance shown in Section I, Schedule of Benefits that was in force on the date of the Accidental Bodily Injury for the following losses:

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 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.

**Section IV  
Benefit Provisions**

**Employee Accidental Death and Dismemberment Insurance**

**Seat Belt/Air Bag Benefit**

Sun Life will pay an additional Seat Belt/Air Bag Benefit if an Employee dies as a result of an automobile accident and an Accidental Death Benefit is payable under this Policy.

**Seat Belt Benefit**

The Seat Belt Benefit is payable if the Employee was wearing a seat belt at the time of the accident. The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

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

**Air Bag Benefit**

The Air Bag Benefit is payable if a Seat Belt Benefit is payable and the Employee was positioned in a seat protected by a Supplemental Restraint System which inflated on impact. The 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 Employee'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.

**Disappearance**

Sun Life will presume, subject to no objective evidence to the contrary, that an Employee is dead and has died as a result of an Accidental Bodily Injury if:

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

**Section IV**  
**Benefit Provisions**

**Employee Accidental Death and Dismemberment Insurance**

**Exclusions**

No Accidental Death or Accidental Dismemberment payment will be made for a loss which is due to or results from:

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or infection unless due to an accidental cut or wound.
- committing or attempting to commit an assault, felony or other criminal act.
- active participation in a war (declared or undeclared) or active duty in any armed service during a time of war.
- active participation in a riot, rebellion, or insurrection.
- injury sustained from any aviation activities, other than riding as a fare-paying passenger.
- the Employee'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.

**Section IV  
Benefit Provisions**

**Employee Accidental Death and Dismemberment Insurance**

**Continuity of Coverage**

In order to prevent loss of coverage for an Employee when this Policy replaces a group AD&D policy the Employer had in force with another insurer immediately prior to January 1, 2002, Sun Life will provide the following coverage.

**Employees not Actively at Work on January 1, 2002**

An Employee may become insured under this Policy on January 1, 2002, subject to all of the following conditions:

1. he was insured under the prior insurer's group AD&D policy immediately prior to January 1, 2002; and
2. he is not Actively at Work on January 1, 2002; and
3. he is a member of an Eligible Class under this Policy; and
4. premiums for the Employee are paid up to date; and
5. he is 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 this 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 Policy will apply.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

If Sun Life receives Notice and Proof of Claim that an Employee is Totally or Partially Disabled, a Net Monthly Benefit will be payable, subject to the Limitations and Exclusions.

To be eligible to receive a Net Monthly Benefit, the Employee must:

1. satisfy the Elimination Period with the required days of Total or Partial Disability;
2. provide proof of continued Total or Partial Disability; and
3. have regular and continuing care by a Physician who provides appropriate treatment and regular examination and testing in accordance with the disabling condition.

Proof of Total or Partial Disability must be given to Sun Life upon request and at the Employee's expense.

A Net Monthly Benefit will:

1. be payable at the end of each month for that month.
2. include reductions described as Other Income Benefits.
3. include reductions for Disability Earnings (if applicable).
4. be paid on a pro-rata basis. An amount equal to 1/30 of the Net Monthly Benefit is payable for each day of Total or Partial Disability that is less than a full month.
5. not be less than the Minimum Monthly Benefit specified in the Schedule of Benefits.

**Total Disability Benefit**

If an Employee is Totally Disabled, the Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is not working or is earning less than 20% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 36 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.

After Total or Partial Disability benefits combined have been paid for 36 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience.

To determine the Total Disability Benefit:

1. Take the lesser of:
  - a. the Employee's Total Monthly Earnings multiplied by the Benefit Percentage (shown in Section I, Schedule of Benefits); or
  - b. the Maximum Monthly Benefit (shown in Section I, Schedule of Benefits); then
2. Subtract Other Income Benefits from the amount determined in Step 1.



**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Partial Disability Benefit**

If an Employee is Partially Disabled, the Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. An Employee qualifies for this benefit if:

- the Employee is working and has Disability Earnings of more than 20% but less than 80% of his Indexed Total Monthly Earnings; and
- during the Elimination Period and the next 36 months, the Employee, because of Injury or Sickness, is unable to perform the Material and Substantial Duties of his Own Occupation.

After Total or Partial Disability benefits combined have been paid for 36 months, the Employee will continue to qualify for this benefit if he is unable to perform with reasonable continuity any Gainful Occupation for which he is, or becomes, reasonably qualified for by education, training or experience and has Disability Earnings of less than 60% of his Indexed Total Monthly Earnings.

To determine the Partial Disability Benefit for the first 12 months of the Employee's Partial Disability:

1. add the Employee's Disability Earnings and income received from Other Income Benefits to the Total Disability Benefit.
2. if this sum is in excess of 100% of the Employee's Indexed Total Monthly Earnings, subtract the amount in excess of 100% of the Employee's Indexed Total Monthly Earnings from the Total Disability Benefit. This result is the Partial Disability Benefit; or

if the sum is less than 100% of the Employee's Indexed Total Monthly Earnings, the Partial Disability Benefit is the Total Disability Benefit.

After Partial Disability benefits have been paid for 12 months and the Employee continues to be Partially Disabled, the following proportionate loss formula will be used to determine the Net Monthly Benefit:

(A divided by B) multiplied by C

where:

- A = The Employee's Indexed Total Monthly Earnings minus the Employee's monthly Disability Earnings.
- B = The Employee's Indexed Total Monthly Earnings.
- C = The Total Disability Benefit.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Other Income Benefits**

Other Income Benefits are those benefits provided or available to the Employee while a Long Term Disability Benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided as a result of the same Total or Partial Disability payable under this Policy. Other Income Benefits include:

1. The amount the Employee is eligible for under:
  - a. Workers' Compensation Law; or
  - b. Occupational Disease Law; or
  - c. Unemployment Compensation Law; or
  - d. Compulsory Benefit Act or Law; or
  - e. an automobile no-fault insurance plan; or
  - f. any other act or law of like intent.
2. The Railroad Retirement Act (including any dependent benefits).
3. Any labor management trustee, union or employee benefit plans that are funded in whole or in part by the Employer.
4. Any disability income benefits the Employee is eligible for under:
  - a. any other group insurance plan of the Employer;
  - b. any governmental retirement system as a result of the Employee's job with his Employer.
5. The benefits the Employee receives under his Employer's Retirement Plan as follows:
  - a. any disability benefits;
  - b. the Employer-paid portion of any retirement benefits.(Disability benefits that reduce the Employee's accrued retirement benefit will be treated as a retirement benefit. Retirement benefits do not include any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.)
6. The disability or retirement benefits under the United States Social Security Act, or any similar plan or act, as follows:
  - a. Disability benefits the Employee is eligible to receive.
  - b. Disability benefits the Employee's spouse, child or children are eligible to receive because of the Employee's Total or Partial Disability unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.
  - c. Retirement benefits received by the Employee.
  - d. Retirement benefits the Employee's spouse, child or children receive because of the Employee's receipt of retirement benefits unless the dependent benefits are paid directly to the divorced spouse or to the children in custody of the divorced spouse.

If an Employee's Total or Partial Disability begins after Social Security Normal Retirement Age, Social Security Retirement Benefits will not be offset if, prior to his Total or Partial Disability, he was already receiving Social Security Retirement Benefits.

7. The amount the Employee receives from any accumulated sick leave.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

8. Any salary continuation paid to the Employee by his Employer which causes the Net Monthly Benefit, plus Other Income Benefits and any salary continuation to exceed 100% of the Employee's Total Monthly Earnings. The amount in excess of 100% of the Employee's Total Monthly Earnings will be used to reduce the Net Monthly Benefit.
9. Any amount due to income replacement or lost wages the Employee receives by compromise, settlement or other method as a result of a claim for any Other Income Benefit.
10. Any amount the Employee receives from a voluntary separation of employment agreement from the Employer including severance pay or any other income in settlement of an employment contract.

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

**Lump Sum Payment**

If an Employee receives a lump sum payment for any Other Income Benefits, Sun Life will prorate the lump sum on a monthly basis over the time period specified for the lump sum payment. If no time period is stated, the lump sum payment will be prorated on a monthly basis over a reasonable period of time as determined by Sun Life.

**Required Application for Other Income**

An Employee must apply for any Other Income Benefits for which the Employee may be eligible. If such benefits are denied, the Employee must appeal the denial to all administrative levels Sun Life deems necessary. Sun Life has the right to receive from the Employee written documentation of the Employee's pursuit of Other Income Benefits.

**Social Security Disability Income Assistance Program**

Sun Life, at the Employee's request, will assist the Employee (if appropriate) through the various levels of the Social Security claim process. Sun Life will assist an Employee with his application and through the appeals process.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Estimated Other Income**

Sun Life has the right to estimate the amount of Other Income Benefits the Employee is eligible to receive during an Employee's Total or Partial Disability and reduce the LTD benefit payment by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any LTD benefit payments, the Other Income Benefit an Employee may be eligible to receive has not been awarded nor denied or if the Other Income Benefit has been denied and is being appealed. The estimate will be used to reduce the amount of the LTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if the Employee meets the following conditions:

1. the Employee has applied for the Other Income Benefits; and
2. the Employee agrees to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems necessary; and
3. the Employee completes and signs the Sun Life Reimbursement Agreement.

**Adjustment of Benefits**

The Employee must notify Sun Life in writing, within 31 days of receipt of notice, of the amount of Other Income Benefits when it is approved or if the amount is adjusted (other than for cost of living increases). Sun Life will make an adjustment to the Net Monthly Benefit payment when Sun Life receives written notice of the amount of the Other Income Benefit.

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

If after Sun Life makes an adjustment to the Net Monthly Benefit the Employee has been overpaid, the Employee must reimburse Sun Life the amount of the overpayment within 31 days of the award. Sun Life has the right to reduce or eliminate future LTD benefit payments until the amount of the overpayment has been repaid. During the overpayment reimbursement period, the Minimum Monthly Benefit will not apply.

**Cost of Living Freeze**

After the first deduction for each of the Other Income Benefits, Sun Life will not reduce LTD benefit payments due to cost of living increases an Employee receives from any of the sources described as Other Income Benefits. This does not apply to any increase in earnings the Employee receives from employment.

**Waiver of Premium for Totally or Partially Disabled Employees**

LTD premium payments for a Totally or Partially Disabled Employee are waived during any period LTD benefits are payable under this Policy. If this Policy is in force when the Employee's Total or Partial Disability ends, the Employee will remain insured if he returns to an Actively at Work status in an Eligible Class and premium payments for the Employee are resumed.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Termination of Long Term Disability Benefits**

Total or Partial Disability Benefits will cease on the earliest of:

1. the date the Employee is no longer Totally or Partially Disabled.
2. the date the Employee dies.
3. the end of the Maximum Benefit Period.
4. the date the Employee fails to provide adequate employment earnings information or proof of continuing Total or Partial Disability as requested.
5. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.
6. during the first 36 months of Partial Disability, the date the Employee's Disability Earnings exceed 80% of his Indexed Total Monthly Earnings.
7. after 36 months of Partial Disability, the date the Employee's Disability Earnings exceed 60% of his Indexed Total Monthly Earnings.
8. for the first 36 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, the Material and Substantial Duties of his Own Occupation, even if the Employee chooses not to work.
9. after the first 36 months of Total or Partial Disability, the date Sun Life determines the Employee is able to perform on a full-time basis, any Gainful Occupation for which he is or becomes reasonably qualified for by education, training or experience, even if the Employee chooses not to work.

**Full-time basis** means for the first 36 months of Total or Partial Disability, the Employee is able or has the capacity to perform the Material and Substantial Duties of his Own Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability. After 36 months of Total or Partial Disability, the Employee is able or has the capacity to perform any Gainful Occupation for the number of hours the Employee normally performed his Own Occupation prior to his Total or Partial Disability.

However, if the Employee normally performed his Own Occupation on an average in excess of 40 hours per week, Sun Life will consider the Employee able to perform that requirement if the Employee works or has the capacity to work 40 hours per week.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Successive Periods**

Successive periods of Total or Partial Disability after a Net Monthly Benefit was payable will be considered a single period if the Employee, in the time between the successive periods, was Actively at Work for less than:

1. six months, if due to the same or related causes;
2. one day, if due to an entirely unrelated cause.

The Employee will not have to complete a new Elimination Period. The LTD benefit will continue to be calculated based on the Employee's Total Monthly Earnings in effect at the time the initial period of Total or Partial Disability began. The LTD benefit will be payable, in total, for no longer than the Maximum Benefit Period at the time of the initial period of Total or Partial Disability.

This successive periods provision will cease to apply on the earliest of the following dates:

1. the date the Employee becomes eligible for coverage under any other group LTD policy; or
2. the date this Policy is terminated; or
3. the date the Employee refuses to complete a rehabilitative assessment or the date the Employee ceases to participate in the Sun Life approved Rehabilitation Program without Good Cause.

**Rehabilitation Services**

If an Employee is Totally or Partially Disabled, Sun Life may determine that the Employee is a suitable candidate to receive vocational Rehabilitation Services. In order for the Employee to be eligible for such services, the Employee must have the functional capacity to successfully complete a Rehabilitation Program. These services include, but are not limited to:

- a. job modification;
- b. job placement;
- c. retraining;
- d. other activities reasonably necessary to help the Employee return to work.

Sun Life may require an Employee to participate in a rehabilitation assessment or a Rehabilitation Program at Sun Life's expense. Sun Life will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to develop a Rehabilitation Program. If the Employee refuses to participate in the rehabilitation efforts, Long Term Disability Income Benefits will cease to be payable.

Eligibility for vocational Rehabilitation Services is based on the Employee's education, training, experience and physical/mental capabilities. Sun Life determines whether an Employee is eligible for vocational Rehabilitation Services.

The Rehabilitation Program may, at Sun Life's sole discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while the Employee participates in the Rehabilitation Program.

**Section IV**  
**Benefit Provisions**

**Long Term Disability Income Benefits**

**Rehabilitation Program** means a written agreement between the Employee and Sun Life in which Sun Life agrees to provide, arrange or authorize vocational, physical or psychiatric rehabilitation services and the Employee agrees to participate in the Rehabilitation Program.

If the Employee participates in a Sun Life approved Rehabilitation Program, the Employee will receive the greater of:

- the Employee's Benefit Percentage (as shown in Section I, Schedule of Benefits) multiplied by 1.10; or
- the Employee's Net Monthly Benefit payable multiplied by 1.10.

To calculate the increased benefit:

1. Take the current Benefit Percentage and multiply by 1.10. Then calculate the Total or Partial Disability benefit including any deductions for Disability Earnings or Other Income Benefits.
2. Take the current Net Monthly Benefit payable and multiply by 1.10.

The greater of 1 or 2 is the Rehabilitation increased amount.

The increased amount will cease on the earliest of:

1. the date the Employee completes his Rehabilitation Program; or
2. the date the Employee ceases to participate in his Rehabilitation Program without Good Cause; or
3. the date his LTD benefits cease; or
4. 12 months after his Rehabilitation Program began.

**Good Cause** means documented physical or mental impairments which prevent the Employee from participating in, or completing, the Rehabilitation Program. Good Cause may also mean a necessary medical program which prevents or interferes with the Employee's participation in, or completion of, the Rehabilitation Program.

**Reasonable Accommodation Benefit**

If an Employee would be able to return to part-time or full-time work with the Employer with a modification to the Employer's workplace, Sun Life may reimburse the Employer (if appropriate) for the reasonable expenses to modify the Employer's workplace up to a maximum of \$2,000 unless Sun Life otherwise approves in writing.

**Reasonable Accommodation** means expenses the Employer incurs to accommodate an Employee's Total or Partial Disability. This includes expenses for tools, equipment, furniture, or any other changes to an Employee's work environment that Sun Life agrees will allow the Employee to return to work.

Sun Life may pay (if appropriate) a Reasonable Accommodation Benefit if:

1. Sun Life approves, in writing, the workplace modification; and
2. the Employer incurs expenses to make the modification to the Employer's workplace; and
3. the Employee returns to work for the Employer on a part-time or full-time basis; and
4. the Employee was insured under this Policy on the date Total or Partial Disability began.

**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

**Survivor Benefit**

Sun Life will pay a benefit to the Employee's Eligible Survivor when satisfactory proof is received that the Employee died:

1. after Total or Partial Disability had continued for 180 or more consecutive days; and
2. while eligible to receive a Net Monthly Benefit.

The benefit will be 3 times the Employee's last Gross Monthly Benefit.

**Eligible Survivor** means the Employee's spouse, if living, otherwise the Employee's children under age 25. If there are no Eligible Survivors, payment will be made to the Employee's estate.

**Limitations**

No LTD benefit will be payable for any Total or Partial Disability during any of the following periods:

1. any period the Employee is not under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with the disabling condition, unless the Employee has reached his maximum point of recovery and is still Totally or Partially Disabled.
2. any period the Employee fails to submit to any medical examination or clinical assessment requested by Sun Life.
3. any period of Total or Partial Disability due to Mental Illness, unless the Employee is under the continuing care of a specialist in psychiatric care.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period.

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide psychiatric treatment.

If the Employee continues to be Totally or Partially Disabled when discharged from a Hospital or Institution licensed to provide psychiatric treatment, Sun Life will continue an Employee's LTD benefit payment for up to 90 days. If the Employee becomes reconfined in a Hospital or Institution during the 90 day period and remains confined for at least 14 consecutive days, Sun Life will continue LTD benefit payments during the reconfinement. Upon discharge, the Employee will be eligible for up to an additional 90 days of LTD benefit payments, if the Employee continues to be Totally or Partially Disabled.



**Section IV  
Benefit Provisions**

**Long Term Disability Income Benefits**

4. any period of Total or Partial Disability due to Drug and Alcohol Illness, unless the Employee is actively supervised by a Physician or rehabilitation counselor and is receiving continuing treatment from a rehabilitation center or a designated institution approved by Sun Life.

Benefits will be payable for the first 24 months after the Employee completes his Elimination Period if, during the Elimination Period the Employee:

- a) becomes confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment; or
- b) begins participation in a drug or alcohol rehabilitation program acceptable to Sun Life

Benefits after the first 24 months will only be payable if the Employee is confined in a Hospital or Institution licensed to provide Drug and Alcohol treatment.

5. any period the Employee is incarcerated.