

# SUN LIFE ASSURANCE COMPANY OF CANADA

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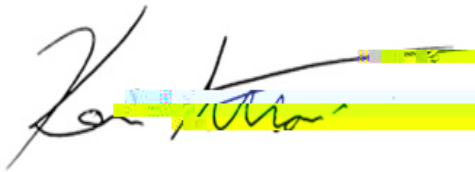
Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number:	952772-001
Policy Effective Date:	July 1, 2022
Policyholder:	Hope College
Employer:	Hope College
Issue State:	Michigan

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts.



Kevin Strain  
President and Chief Executive Officer



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

**Group Basic Long Term Disability Income Insurance Certificate**  
**Non-Participating**



## TABLE OF CONTENTS

	SECTION
BENEFIT HIGHLIGHTS	1
DEFINITIONS	2
ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS	3
BENEFIT PROVISIONS	4
ADDITIONAL BENEFITS	5
EXCLUSIONS AND LIMITATIONS	6
CLAIMS	7
INSURANCE CONTINUATION	8
CONTINUITY OF COVERAGE	9
GENERAL PROVISIONS	10

## 1. BENEFIT HIGHLIGHTS

**Eligible Classes:**

All Part-Time United States Employees hired prior to July 1, 2013 working in the United States scheduled to work at least 20 hours per week.

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

**Eligibility Waiting Period:**

None

## 1. BENEFIT HIGHLIGHTS

### **Classification: 1 All Eligible Full-Time Faculty and Administrators - Option I**

Your disability income insurance will be based on the following:

**Benefit:**

60% (Benefit Percentage) of your Total Monthly Earnings

Benefits will be paid monthly.

**Maximum Benefit:**

\$6,000

**Minimum Benefit:**

\$100

**Elimination Period:**

180 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

85% of your Indexed Total Monthly Earnings.

**Total Monthly Earnings:**

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid entirely by your Employer. This is your Non-contributory Insurance.

**The following Additional Benefit(s) are included:**

Assisted Living Benefit  
Family Care Benefit  
Group Health Coverage Continuance Premium Benefit  
Reasonable Accommodation Benefit  
Rehabilitation Services  
Retro Disability Benefit  
Survivor Benefit  
Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

### **Classification: 2 All Eligible Full-Time Faculty and Administrators - Option II**

Your disability income insurance will be based on the following:

**Benefit:**

70% (Benefit Percentage) of your Total Monthly Earnings

Benefits will be paid monthly.

**Maximum Benefit:**

\$7,500

**Minimum Benefit:**

\$100

**Elimination Period:**

180 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

85% of your Indexed Total Monthly Earnings.

**Total Monthly Earnings:**

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is shared by both you and your Employer. This is your Contributory Insurance.

**The following Additional Benefit(s) are included:**

Assisted Living Benefit  
Family Care Benefit  
Group Health Coverage Continuance Premium Benefit  
Reasonable Accommodation Benefit  
Rehabilitation Services  
Retro Disability Benefit  
Survivor Benefit  
Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

### **Classification: 3 All Other Eligible Full-Time Employees - Option I**

Your disability income insurance will be based on the following:

**Benefit:**

60% (Benefit Percentage) of your Total Monthly Earnings

Benefits will be paid monthly.

**Maximum Benefit:**

\$6,000

**Minimum Benefit:**

\$100

**Elimination Period:**

180 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

85% of your Indexed Total Monthly Earnings.

**Total Monthly Earnings:**

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified

## 1. BENEFIT HIGHLIGHTS

## 1. BENEFIT HIGHLIGHTS

**Classification: 5 All Eligible Part-Time Employees hired prior to July 1, 2013**

Your disability income insurance will be based on the following:

**Benefit:**

60% (Benefit Percentage) of your Total Monthly Earnings

Benefits will be paid monthly.

**Maximum Benefit:**

\$6,000

**Minimum Benefit:**

\$100

**Elimination Period:**

180 days

**Maximum Benefit Duration:**

SSNRA

**Gainful Occupation Percentage:**

85% of your Indexed Total Monthly Earnings.

**Total Monthly Earnings:**

Your basic monthly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Monthly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid entirely by your Employer. This is your Non-contributory Insurance.

**The following Additional Benefit(s) are included:**

Assisted Living Benefit

Family Care Benefit

Group Health Coverage Continuance Premium Benefit

Reasonable Accommodation Benefit



# 1. BENEFIT HIGHLIGHTS

## Maximum Benefit Duration - Definitions

### SSNRA means:

Your Maximum Benefit Duration is the period shown below or your Normal Retirement Age under the 1983 amendments to the Federal Social Security Act, whichever is longer.

#### Age at Disability

Less than age 60

60

61

62

63

64

65

66

67

68

69 and over

#### Maximum Benefit Duration

To age 65, but not less than 60 Months

60 Months

48 Months

42 Months

36 Months

30 Months

24 Months

21 Months

18 Months

15 Months

12 Months

#### Year of Birth

Before 1938

1938

1939

1940

1941

1942

1943 through 1954

1955

1956

1957

1958

1959

After 1959

#### Normal Retirement Age

Age 65

Age 65 and 2 Months

Age 65 and 4 Months

Age 65 and 6 Months

Age 65 and 8 Months

Age 65 and 10 Months

Age 66

Age 66 and 2 Months

Age 66 and 4 Months

Age 66 and 6 Months

Age 66 and 8 Months

Age 66 and 10 Months

Age 67

## 2. DEFINITIONS

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

A Disability caused by an Accident must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

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

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Accident or Sickness.

**Any Occupation** means any Gainful Occupation that you are performing or may reasonably become qualified for by education, training or experience.

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

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

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

**Deductible Sources of Income** means Other Income that is deducted from your Gross Benefit as described in the "Other Income" provisions. Deductible Sources of Income include:

- benefits under or in lieu of Workers' Compensation Law, Occupational Disease Law, Unemployment Compensation Law, or any other act or law of like intent;
- state mandated disability income plans;
- an automobile insurance policy providing disability wage loss benefits;
- benefits under The Railroad Retirement Act (including any dependent benefits);
- benefits under The Jones Act; Title 46 US Code, section 30104;
- any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer;
- any disability income benefits under:

any disability income benefits you received under your (Employer's Retirement Plan); TjETBT/F26 10 Tf1 0 0 115 2

Employer's

## 2. DEFINITIONS

Deductible Sources of Income includes only the amount of these benefits which, when combined with your benefit, exceeds 100% of your Total Monthly Earnings. The amount in excess of 100% of Total Monthly Earnings will be used to reduce your benefit.

- the amount you receive from any sick leave paid to you by your Employer;
- any amount you receive by compromise, settlement or other method as a result of or related to any actual or threatened litigation or a claim for lost wages, income replacement, or any Other Income benefit. Such amount includes any amount received as a result of alleged malpractice, tort, other similar litigation, or third

## 2. DEFINITIONS

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

**Evidence of Insurability** means a statement or records of your medical history upon which acceptance for insurance is based. In some cases, we may require that you submit to a paramedical or other physical examination or tests, at our expense, as part of the Evidence of Insurability.

**Family Status Change** means one of the following events:

- your marriage or divorce;
- the birth of your child;
- the adoption of a child by you;
- the placement of a child with you, pending adoption;
- the death of your Spouse or child.

### **All Eligible Full-Time Faculty and Administrators - Option I and All Eligible Full-Time Faculty and Administrators - Option II**

**Full-time Basis** means, for the first 60 months, you have the capacity to perform the Material and Substantial Duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability. After 60 months, Full-time Basis means you have the capacity to perform Any Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.

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

### **All Other Eligible Full-Time Employees - Option I, All Other Eligible Full-Time Employees - Option II, All Eligible Part-Time Employees hired prior to July 1 and 2013**

**Full-time Basis** means, for the first 24 months, you have the capacity to perform the Material and Substantial Duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability. After 24 months, Full-time Basis means you have the capacity to perform Any Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.

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

**Gainful Occupation** means employment that is, or can be expected, to provide you with an income of at least the Gainful Occupation Percentage shown in the Benefit Highlights.

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

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

**Hospital** means a facility licensed in the applicable jurisdiction that provides medical care and Treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician. Hospital does not include a rest home, a skilled nursing facility, an extended care facility, a place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addiction or alcoholism.

**Indexed Total Monthly Earnings** means your Total Monthly Earnings prior to the date your 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. We reserve the right to use some other similar measurement if the Department of Labor changes or stops publishing the Consumer Price Index.

**Late Entrant** means you enroll for any insurance more than 31 days after you first become eligible to enroll in it.

## 2. DEFINITIONS

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

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

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

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

**Mental Illness** means any Sickness, disease or disorder, including those which are the result in any way of a genetic, chemical, organic or biological cause, which:

- is medically classified or considered, whether in whole or in part, to be a psychological, behavioral or emotional condition in accordance with the most recent Diagnostic Statistical Manual;
- is manifested by psychological distress or impaired social functioning, or both; and
- is treated by or dealt with, in whole or in part, through psychotherapeutic or sociotherapeutic methods or by medication which is intended to alter or affect emotions, behavior or thought content.

Mental Illness includes but is not limited to:

- anxiety and panic;
- somatoform disorders;
- mood disorders, including depression and bipolar disorder (manic depression);
- dissociative disorders and schizophrenia; and
- personality and eating disorders.

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

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

**Non-deductible Sources of Income** means Other Income that is not deducted from your Gross Benefit as described in the "Other Income" provisions. Non-deductible Sources of Income include:

- Income from:
  - 401(k) plans;
  - 403(b) plans;
  - profit sharing plans;
  - thrift plans;
  - tax sheltered annuities;
  - stock ownership plans;
  - non-qualified plans of deferred compensation;
  - pension plans for partners;
  - military pension plans;
  - credit disability insurance;
  - franchise disability income plans;
  - a retirement plan from another employer;
  - Individual Retirement Accounts (IRA);
  - vacation pay;
  - holiday pay;
  - any amount you receive under any individual or association disability income policy;
- any disability income benefits you receive from the Veterans Administration.

**Other Income**

## 2. DEFINITIONS

Income. Other Income includes any benefits that would have been available to you had you applied for that benefit. Except for benefits payable under a Retirement Plan, Other Income must be provided as a result of the same Disability for which a benefit is payable.

### **All Eligible Full-Time Faculty and Administrators - Option I and All Eligible Full-Time Faculty and Administrators - Option II**

**Partial Disability and Partially Disabled** means during the Elimination Period and the next 60 months you:

- are unable to perform one or more of the Material and Substantial Duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than 99% of your Indexed Total Monthly Earnings.

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

After 60 months of receiving Total and Partial Disability benefits combined, Partial Disability and Partially Disabled means you:

- are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience; and
- have Disability Earnings of less than your Gainful Occupation Percentage shown in the Benefit Highlights.

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

A Partial Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.

### **All Other Eligible Full-Time Employees - Option I, All Other Eligible Full-Time Employees - Option II, All Eligible Part-Time Employees hired prior to July 1 and 2013**

**Partial Disability and Partially Disabled** means during the Elimination Period and the next 24 months you:

- are unable to perform one or more of the Material and Substantial Duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than 99% of your Indexed Total Monthly Earnings.

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

After 24 months of receiving Total and Partial Disability benefits combined, Partial Disability and Partially Disabled means you:

- are unable to perform with reasonable continuity any Gainful Occupation for which you are or could become reasonably qualified for by education, training and experience; and
- have Disability Earnings of less than your Gainful Occupation Percentage shown in the Benefit Highlights.

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

A Partial Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.

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

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

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate, or any family member. "Family member" means: (a) your Spouse or domestic partner and (b) the following relatives of you or your Spouse or domestic partner:

## 2. DEFINITIONS

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

**Policyholder**

## 2. DEFINITIONS



### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

#### **When are you eligible for insurance?**

You are initially eligible for insurance on the latest of:

- July 1, 2022;
- your first day of employment; or
- the date you first are Actively at Work in an Eligible Class.

#### **When must you enroll for insurance?**

You must enroll within 31 days of the date you are initially eligible, otherwise you will be considered a Late Entrant.

If you decide later you want to enroll for insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability will be required.

#### **When does your insurance start?**

For Non-Contributory coverage, your insurance starts on the date you are eligible, if you are Actively at Work on that date.

For Contributory coverage, if you are not a Late Entrant, your insurance starts on the later of the date:

- you are eligible; or
- you enroll and agree to make any required contribution toward the cost of the insurance; and you are Actively at Work on that date.

If you are a Late Entrant, Evidence of Insurability is required for any amount of insurance. That amount will not start until we approve it in Writing, provided you are Actively at Work on that date.

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

#### **When can you make changes in your insurance?**

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

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

Evidence of Insurability may be required for any change in insurance.

#### **When does a change in your insurance start?**

If you are Actively at Work, any increase in insurance or benefits (other than Family Status Changes) will start:

- on the July 1st following the date of change, when you apply for a different coverage option;
- on the date of change, when you transfer to a different class of eligible Employees; or
- on the date of change, for an increase in your Total Monthly Earnings.

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

Whether or not you are Actively at Work, any decrease in insurance or benefits (other than Family Status Changes) will start:

- on the date of change, when you reduce coverage;
- on the date of change, when you transfer to a different class of eligible Employees; or
- on the date of change, for a decrease in your Total Monthly Earnings.

### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

If you are Actively at Work, any increase in insurance or benefits due to a Family Status Change will start on the later of:

- the date you apply for such change in coverage, if you applied within 31 days of the Family Status Change; or
- the date you agree to make any required contribution toward the cost of insurance; or
- the date of the Family Status Change; or
- the date we approve any required Evidence of Insurability.

If Evidence of Insurability is required for any increase in your amount of insurance, the increase in your insurance will not start until we approve the increase in Writing, provided you are Actively at Work on that date.

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

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

Any change is subject to all the terms of the Policy.

#### **When are you required to provide Evidence of Insurability?**

You must provide Evidence of Insurability if you:

- enroll for insurance as a Late Entrant;
- discontinued coverage and subsequently re-enroll.

#### **When does your insurance end?**

Your insurance under the Policy will end on the earliest of the following to occur:

- the date the Policy terminates;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the date you notify us in Writing to cancel your insurance; or
- the date you die.

Your insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance cf1itT 8 sueduoccur:



## 4. BENEFIT PROVISIONS

If you are earning 20% or less of your Indexed Total Monthly Earnings, a Total Disability Benefit will be paid. The Benefit will never be less than the Minimum Benefit shown in the Benefit Highlights unless otherwise specified in **“What happens when the Other Income benefits have been awarded or have been denied?”**.

### **When is the benefit paid?**

The benefit will be paid as follows:

- benefits will be paid monthly following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to 1/30<sup>th</sup> of the benefit.

### **What happens if you return to full-time work and become Disabled again?**

We will treat this new Disability as part of your prior Disability if you returned to work and were Actively at Work for less than:

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

You will not have to complete a new Elimination Period.

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

Your benefit will not continue if:

- your coverage under the Policy terminates;
- you become eligible for coverage under any other group disability income policy; or
- you refuse to complete a rehabilitative assessment or you cease to participate in a Rehabilitation Program without Good Cause.

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

### **When does your benefit end?**

Your benefit will end on the earliest of the date:

- you do not submit to any medical examination or clinical assessment requested by us;
- you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled; or
- you do not provide Proof that your earnings loss is a direct result of your Disability.

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

### **How is Other Income applied to your benefit?**

The amount of Deductible Sources of Income you receive will be deducted from your Gross Benefit.

### **Are you required to apply for Other Income benefits?**

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

### **What is the Right of Recovery obligation?**

You must pursue all valid claims including, but not limited to, claims of negligence or wrong doing by any third-party, claims for restitution, constructive trust, equitable lien, breach of contract, and any other state or federal claims you may have against any third party responsible, in whole or in part, for any Accident, Sickness, or Disability for which any benefits have been paid or are payable under the Policy. You must immediately advise us of any action, claim or proceeding to recover such damages or income and any amount you recover and place any funds received in a constructive trust for payment to us. We reserve the right to pursue any and all claims not pursued by you, and you agree to assign all such claims to us upon our request.

## 4. BENEFIT PROVISIONS

### **Is Other Income estimated?**

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

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

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

### **What happens when the Other Income benefits have been awarded or have been denied?**

You must notify us in Writing within 31 days of receiving notice of approval, denial or an adjustment in the amount of Deductible Sources of Income (other than for cost of living increases). If necessary we will make an adjustment to your benefit. If you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid. If you have been overpaid, you must reimburse us the amount of the overpayment within 31 days of the award. We have the right to reduce or eliminate your future benefit payments until you have repaid the amount of the overpayment. During the overpayment reimbursement period, the Minimum Benefit will not apply.

### **What happens if you receive increases in your Other Income benefits?**

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

### **What is the Social Security Disability Income Assistance Program?**

At your request, we will assist you (if appropriate) through the various levels of the Social Security claims process, including the application and appeals processes.

## 5. ADDITIONAL BENEFITS

You are insured for the additional benefits shown below provided you:

- are eligible for those benefits;
- are enrolled for those benefits; and
- have agreed to make the required contribution for those benefits.

These additional benefits are subject to all the terms and conditions of the Policy. In addition to the termination provisions shown in the Eligibility, Effective Dates and Terminations section, termination provisions specific to an additional benefit are shown in this section.

### **ASSISTED LIVING BENEFIT**

#### **What is the Assisted Living Benefit?**

You are eligible for an Assisted Living Benefit which will be payable if you are receiving a benefit for a Total Disability and you:

- are Cognitively Impaired;
- are unable to safely and completely perform 2 or more of the Activities of Daily Living without another person's assistance or verbal cueing, for your own protection, or the protection of others; or
- are terminally ill with a life expectancy of 12 months or less.

Your Cognitive Impairment or your inability to perform 2 or more of the Activities of Daily Living must:

- begin on or after your date of Total Disability;
- be a result of the same Accident or Sickness that caused your Total Disability; and
- be expected to continue for 90 days or more.

#### **How is the Assisted Living Benefit Calculated?**

The monthly Assisted Living Benefit is the lesser of:

- 20% of your Total Monthly Earnings;
- the Maximum Benefit as shown in the Benefit Highlights; or
- \$5,000.

The Assisted Living Benefit is payable in addition to the Total Disability benefit and is not reduced by Other Income.

#### **When does the Assisted Living Benefit end?**

The Assisted Living Benefit ends on the earliest of:

- the date you are no longer eligible to receive benefits for a Total Disability;
- the date you fail to provide Proof of claim;
- the date you are no longer eligible to receive benefits under the Assisted Living Benefit; or
- the date you die.



## 5. ADDITIONAL BENEFITS

For the purposes of this Family Care Benefit:

**Day Care Center** means a provider that is duly licensed, certified or accredited by the jurisdiction in which it is located, is run according to the laws and regulations applicable to such facilities and which provides for the care and supervision of children or adults in a group setting on a regular basis. Day Care Center does not include a Hospital or the Dependent Child's home or care provided during the child's normal school hours.

**Dependent Child** means:

.



## 5. ADDITIONAL BENEFITS

### **What happens when your Group Health Coverage Continuance Premium Benefit ends?**

If you discontinue making premium payments to your Employer to continue your medical and/or dental insurance, any amounts due to you or refundable to us will be calculated based on 1/30th of the monthly Group Health Coverage Continuance Premium Benefit for each day of a Period of Disability that is less than a full month.

### **REASONABLE ACCOMMODATION BENEFIT**

#### **What is the Reasonable Accommodation Benefit?**

If you would be able to return to work with your Employer with a modification to your Employer's workplace, we may reimburse your Employer (if appropriate) for the reasonable expenses to modify your Employer's workplace up to a maximum of \$5,000, unless we otherwise approve in Writing. Reimbursement includes expenses for tools, equipment, furniture, or any other changes to your work environment that we agree will allow you to return to work.

We will pay a Reasonable Accommodation Benefit if:

- we approve, in Writing, the workplace modification;
- your Employer incurs expenses to make the modification to your Employer's workplace;
- you return to work for your Employer; and
- you were insured under the Policy on the date your Disability began.

### **REHABILITATION SERVICES**

#### **What are the rehabilitation services?**

If you become Disabled, you may be a suitable candidate to receive vocational rehabilitation services. In order for you to be eligible for such services, you must have the functional capacity to successfully complete a Rehabilitation Program. These services include, but are not limited to:

- job modification;
- job placement;
- retraining; and
- other activities reasonably necessary to help you return to work.

We may require you to participate in a rehabilitation assessment or a Rehabilitation Program at our expense. We will work with you, your Employer, your Physician and others, as appropriate, to develop a Rehabilitation Program.

Eligibility for vocational rehabilitation services is based on your education, training, experience and physical/mental capabilities.

The Rehabilitation Program may allow for payment of your medical expense, education expense, moving expense, accommodation expense or family care expense while you are participating in the Rehabilitation Program.

#### **What happens to your benefit if you participate in a Rehabilitation Program?**

If you participate in a Rehabilitation Program, you will receive the greater of:

- the Benefit Percentage (as shown in the Benefit Highlights), multiplied by 1.10, multiplied by your Total Monthly Earnings, reduced by your Disability Earnings and Deductible Sources of Income; or
- your current benefit multiplied by 1.10.

This increased amount will end on the earliest of:

- the date you complete the Rehabilitation Program;
- the date you cease to participate in the Rehabilitation Program without Good Cause;
- the date your benefits cease; or
- 12 months after your Rehabilitation Program began.

#### **What happens if you refuse rehabilitation services?**

If you refuse to participate in your rehabilitation efforts or you refuse to participate or cease to participate in a Rehabilitation Program without Good Cause, your benefits will end.

## 5. ADDITIONAL BENEFITS

### RETRO DISABILITY BENEFIT

#### What is a Retro Disability Benefit?

If you are receiving a Total Disability benefit, an additional Retro Disability Benefit will be payable if:

- we receive Proof that you had a Retro Disability that was due to the same Accident or Sickness that caused your Total Disability; and
- your Elimination Period is 90 days or more.

#### What is the amount of the Retro Disability Benefit?

The Retro Disability Benefit is your Gross Benefit multiplied by the number of months (30 days each) in your Elimination Period. This amount is not subject to reduction due to Other Income.

If a Total Disability benefit is payable and your Total Disability is ct to r.c ct BTs or more.

## 5. ADDITIONAL BENEFITS

### WAIVER OF PREMIUM

Are you required to pay premiums while you are Disabled?

## 6. EXCLUSIONS AND LIMITATIONS

### What are the exclusions?

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

- war or any act of war or your active duty in any armed service during a time of war (this does not include acts of terrorism);
- a Pre-existing Condition; except:
  - if your Disability begins later than 12 months after your effective date or later than 12 months after the effective date of any increase in your amount of insurance;
  - for cost of living, contract, or periodic salary review increases;
- your committing of or attempting to commit a felony or engaging in an illegal occupation or other willful criminal activity.

### What are the limitations?

No benefit is payable to you for any Period of Disability or other loss:

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

### Is a limited benefit payable for a Disability due to Mental Illness?

If a Period of Disability is caused by, contributed to in any way or resulting from Mental Illness, the benefit will be paid for not more than 24 months if you are under the Continuing Care of a specialist in psychiatric care. Benefits will be paid beyond 24 months if:

- you are Confined in a Hospital or institution licensed by a state or approved by a state or federal agency for psychiatric treatment or

## **7. CLAIMS**

### **How is a claim submitted?**

To submit a claim, you or someone on your behalf must send us Written notice and Proof of claim on our form within the time limits specified. Your Employer has the notice and Proof of claim forms.

### **NOTICE OF CLAIM**

#### **When does Written notice of claim have to be submitted?**

Written notice of claim must be given to us:

## 7. CLAIMS

## 7. CLAIMS

- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency."

### **To whom are benefits payable?**

Survivor Benefits are payable to your Eligible Survivor as defined in the Additional Benefits section of the Certificate. All other benefits payable during your lifetime are payable to you except in the following situations:

- you are a minor. In such case, claim may be made by your duly appointed guardian, conservator or committee and we will pay to such person or persons;
- due to physical or mental incapacity, you cannot give us a valid receipt for payments. In such case, claim may be made as described above; or
- you die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay benefits as defined in the Benefit Provisions section of the Certificate.

If we do not pay you and claim is not made by the appropriate person designated above, we may make payments under either or both Methods A or B below. We may choose to pay no amounts under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to the sum of \$1,000 to any individual or entity who has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of \$1,000; or
- if you have no Spouse, up to a cumulative amount of \$1,000 to any one or more of the following relatives in the following order of priority:
  - first, your child or children;
  - then, your mother or father.

## 8. INSURANCE CONTINUATION

### **Are there any conditions under which your insurance can continue?**

If you are absent due to Accident or Sickness, your insurance will be continued during:

- the Elimination Period; and
- any period the premium is being waived under the Policy.

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- Layoff – up to 1 month
- Leave of Absence – up to 1 month
- School Recess - up to 3 months
- Vacation - based on your Employer's policy (up to 1 month) waived under the Policy.





## 10. GENERAL PROVISIONS

### AGENCY

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

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

### ALTERATION

#### **Who can alter the Policy?**

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

### ASSIGNMENT

#### **Can benefit payments be assigned?**

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

### BENEFICIARY

#### **How can you change your beneficiary?**

You can change your beneficiary at any time. The beneficiary's consent is not required for this or any other change in this Certificate.

### CLERICAL ERROR

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

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

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error, subject to the "Limit of Premium Refunds" section.

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

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## 10. GENERAL PROVISIONS

### LIMIT OF PREMIUM REFUNDS

#### Is there a limit on premium refunds?

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

### MISSTATEMENT OF FACTS

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

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

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

### NON-PARTICIPATING

#### Does the Policy participate in dividends?

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

### PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

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

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive the benefit under the Policy all Policy requirements must be satisfied.

If you are not eligible for coverage, you should contact your Employer regarding the refund of premiums due, if any.

### REIMBURSEMENT

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

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

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

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

### STATEMENTS

#### Are statements warranties?

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of your Written application for insurance is or has been given to you or to your Eligible Survivors, if any, or your estate representative.

## 10. GENERAL PROVISIONS

### TIME PERIODS

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

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

# SUN LIFE ASSURANCE COMPANY OF CANADA

**Group Basic Long Term Disability Income Insurance Certificate  
Non-Participating**



Hope College Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees.

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

### **SUMMARY PLAN DESCRIPTION**

**Plan Sponsor:** Hope College  
100 E 8th Street  
Suite #210  
Holland, MI 49423

**Plan Administrator and Named Fiduciary:**  
Hope College  
100 E 8th Street  
Suite #210  
Holland, MI 49423

The Plan Administrator has authority to control and manage the operation and administration of the Plan, except that Sun Life Assurance Company of Canada makes all benefit claim determinations under the Group Insurance Policy.

**Agent for Service of Legal Process for the Plan:**

Hope College  
100 E 8th Street  
Suite #210  
Holland, MI 49423

**Service of Legal Process for Sun Life:**

General Counsel  
1 Sun Life Executive Park  
Wellesley Hills, MA 02481

**Employer Identification Number (EIN):** 38-1381271

**Plan Number:** 501

**End of Plan Year:** June 30th

**Type of Administration:** The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan. Sun Life Assurance Company of Canada is the claims administrator for those benefits and has full authority to make all benefit claim determinations.

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

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

**Contributions:** The cost of the insurance premiums are paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

**Funding:** The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Those insurance benefits are described in your Certificate.

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

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

### **Your Rights under ERISA:**

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

#### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report, if required by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

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

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

#### **Assistance with Your Questions**

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.