

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

Trustees of the College of the Holy Cross

**GROUP POLICY NUMBER - 900760-001**  
**BOOKLET EFFECTIVE DATE - August 1, 2017**  
**BOOKLET AMENDMENT DATE - July 1, 2018**

Welcome to Sun Life Assurance Company of Canada (“Sun Life”). Sun Life is pleased to be your Employer’s insurance carrier for the benefits provided in the Group Policy. The description of Eligible Classes in the Benefit Highlights will help you determine what benefits apply to you.

The booklet is intended to provide a summarized explanation of the current Group Policy Benefits. However, the Group Policy is the document which forms Sun Life's contract to provide benefits. If the terms of the booklet and the Group Policy differ, the Group Policy will govern. A complete copy of the Group Policy is in the possession of your Employer and is available for your review. In the event of any changes in benefits or Group Policy provisions, you will be provided with a new booklet or a supplement which describes any changes.

Possession of this booklet does not necessarily mean you are insured under the Group Policy. The requirements for becoming eligible for insurance and the dates your insurance begins or ceases are explained within this booklet.

This booklet uses insurance terms and phrases that are listed in the Definitions Section.

For information, call the Sun Life Group Customer Service Center toll free at (800) 247-6875.

# Table of Contents

	Page
<b>Benefit Highlights</b>	
Employee Life Insurance .....	4
Employee Accidental Death and Dismemberment Insurance .....	4
<b>Eligibility and Effective Dates</b>	
Employee .....	6
<b>Termination of Insurance</b>	
Employee .....	7
<b>Benefit Provisions</b>	
Employee Life Insurance .....	8
Employee Accidental Death and Dismemberment Insurance .....	14
<b>Claim Provisions</b>	
Notice of Claim.....	20
Proof of Claim .....	20
Payment of Claim .....	21
Change of Beneficiary.....	23
<b>General Provisions</b> .....	24
<b>Definitions</b>	
General.....	25
Employee Life.....	

## BENEFIT HIGHLIGHTS

### EMPLOYEE LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### ELIGIBLE CLASSES

All Full-Time United States Employees working in the United States scheduled to work at least 27.5 hours per week.

<b>LIFE</b>	<b>AD&amp;D</b>
1.50 times your Basic Annual Earnings*	An amount equal to your amount of Life Insurance in force

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

The **Maximum Benefit** is \$500,000.

Your amount of Life and Accidental Death and Dismemberment Insurance reduces to 67% when you reach age 67, to 45% when you reach age 70, to 30% when you reach age 75 and to 20% when you reach age 80.

All age reduced amounts are rounded to the next higher \$1,000, if not already a multiple of \$1,000.

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

#### **Basic Annual Earnings**

Your current salary or wage from your Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

## **BENEFIT HIGHLIGHTS**

### **WAITING PERIOD**

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

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

However, if the first day of the month falls on the Saturday, Sunday or a Holiday,

## ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE

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

If you are in an Eligible Class shown in the Benefit Highlights, you are eligible on the later of:

- August 1, 2017; or
- the first day of the month coincident with or next following your date of employment.

However, if the first day of the month falls on the Saturday, Sunday or a Holiday, you will be deemed to satisfy the Waiting Period as of the first day you are Actively at Work.

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

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

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

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

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

If your amount of insurance increases, your increase will take effect immediately upon the date of change, as long as you are Actively at Work on that date.

If your amount of insurance decreases, your decrease will take effect immediately upon the date of change for salary changes, on the January 1st following the date of change for age changes.

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

## TERMINATION OF EMPLOYEE INSURANCE

### When does my insurance cease?

Your insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day for which any required premium has been paid for your insurance.
- the date you retire.
- the date you request in writing to terminate your insurance.
- the date you enter active duty in any armed service during a time of war (declared or undeclared).
- the date your employment terminates.
- the date you cease to be Actively at Work.

### Are there any conditions under which my insurance can continue?

Yes.

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

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

Layoff - up to 90 days.

Leave of Absence – up to 12 months (including Family and Medical Leave of Absences.)

Sabbatical Leave of Absence - up to 12 months for Employee Life.

School Recess Leave of Absence - up to 3 months for Employee Life.

Vacation – up to 3 months

If you terminate your employment, your Employer may continue your insurance by paying the required premium for up to 31 days. If your employment is terminated because of a plant closing or partial closing, your Employer may continue your insurance by paying the required premium for up to 90 days.

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

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

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

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

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

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

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

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

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

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

Your Life Insurance cannot exceed the Maximum Benefit shown in the Benefit Highlights.

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

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



**BENEFIT PROVISIONS**  
**EMPLOYEE LIFE INSURANCE**

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

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

No.

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

If you have received an Accelerated Benefit, your Life Insurance will be reduced by an amount equal to the Accelerated Benefit paid by Sun Life. If you are insured for Accidental Death and Dismemberment Insurance, that amount will not be affected by the payment of any Accelerated Benefit.

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

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

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

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

Receipt of your Accelerated Benefit MAY AFFECT YOUR MEDICAID AND SUPPLEMENTAL SECURITY INCOME ("SSI") eligibility. Without exercising your option to Accelerated Benefits, the mere fact you have an Accelerated Benefit product will not in and of itself affect your eligibility for these government programs. However, exercising your option for Accelerated Benefits and receiving an Accelerated Benefit before you apply for these programs, or while you are receiving government benefits, may affect your initial or your continued eligibility. Contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration Office for more information.

#### **What is the Portability Privilege?**

If, prior to age 70, your Life insurance ceases because you terminate employment, you may apply for portable coverage, instead of converting to an individual policy.

#### **How does this differ from the Conversion Privilege?**

Portable coverage is group term life insurance. This benefit may be continued only to age 70. At the end of that time, you may convert the coverage then in force to an individual permanent life policy under a Conversion Privilege.

#### **What amounts of insurance are portable?**

You may apply for portable coverage up to the amount of Life coverage that ceased, to a maximum of \$500,000. If you port your Life coverage, you may also port any Accidental Death and Dismemberment Insurance that ceased due to your termination of employment.

#### **When does my portable coverage start?**

If your application is approved and the first premium is paid when due, your coverage will start on the day after your Life Insurance ceased. If your application is declined, you will be given a 31 day period to apply for an individual permanent life policy under the conversion privilege.

**BENEFIT PROVISIONS**  
**EMPLOYEE LIFE INSURANCE**

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

If your amount of Life Insurance ceased or reduced for the reasons stated in #2 "When can I convert my Life Insurance?", you can convert up to the lesser of:

- \$2,000; or
- the amount that ceased or reduced less any amount of group life insurance you may become eligible for within 31 days after your Life Insurance ceased or reduced.

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

You convert by applying to Sun Life for an individual policy along with sending payment of the first premium within 31 days after any part of your Life Insurance ceases or reduces. This is your 31 day conversion period. However, if you are not notified by your Employer of this conversion privilege, you will have an additional 15 days to exercise this conversion privilege. In no event will this conversion privilege be extended beyond 60 days following your 31 day conversion period.

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

You can convert to any plan of permanent life insurance available by Sun Life for conversion. The individual policy will not include any additional benefits such as disability benefits or accidental death and dismemberment benefits.

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

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

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

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

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

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

## **BENEFIT PROVISIONS**

### **EMPLOYEE LIFE INSURANCE**

#### **What happens when my Employer transfers Insurance Carriers to Sun Life?**

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

If you are not Actively at Work on August 1, 2017, you will be insured if:

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

Any Life benefit payable will be the lesser of:

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

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

**BENEFIT PROVISIONS**

**EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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

If Sun Life receives written Notice and Proof of Claim that you:

- died from an accidental drowning while insured; or
  - sustained an Accidental Bodily Injury while insured, which results in loss of life, sight or limb within 365 days of the date of that Accidental Bodily Injury; or
  - sustained a loss of life, sight or limb within 365 days due to an accidental exposure to the elements while insured;
- an Accidental Death and Dismemberment benefit may be payable to you or to your Beneficiary.

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

Life .....	100%
Sight of one eye .....	50%
One limb.....	50%
Speech and hearing .....	100%
Speech or hearing.....	50%
Thumb and index finger of the same hand .....	25%
Quadriplegia .....	100%
Paraplegia.....	75%
Hemiplegia .....	50%

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

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

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

**What is the Business Travel Benefit?**

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

The Business Travel Benefit is the lesser of:

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

## **BENEFIT PROVISIONS**

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

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

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

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

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

If your loss of life occurs as a result of an automobile accident and you were wearing a seat belt at the time of the accident, an additional Seat Belt Benefit is payable.

The Seat Belt Benefit is 25% of the amount of Accidental Death Benefit payable or \$25,000, whichever is less.

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

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

If your loss of life occurs as a result of an automobile accident, you were wearing a seat belt and positioned in a seat protected by a Supplemental Restraint System which inflated on impact, an additional Air Bag Benefit is payable.

The Air Bag Benefit is 10% of the amount of Accidental Death Benefit payable or \$5,000, whichever is less.

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

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

Supplemental Restraint Syst

## **BENEFIT PROVISIONS**

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

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

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

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

#### **What is the Felonious Assault Benefit?**

If you die or lose a limb as a result of a felonious assault while at your Employer's place of business or while traveling on business for your Employer, an additional Felonious Assault Benefit is payable.

The Felonious Assault Benefit is 25% of the Accidental Death and Dismemberment Benefit payable or \$5,000, whichever is less.

The Felonious Assault cannot be inflicted by an Employee of the Employer or a member of your family or household.

Your family includes your spouse, child, parent, brother, sister, your spouse's child, parent, brother or sister or your current or previous spouse, girlfriend or boyfriend.

Your household includes any person residing with you whether or not related to you by blood or marriage.

Felonious Assault means an action that would be characterized as a felony in the jurisdiction where it occurred.

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

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

Immediate Family Member means you, your spouse or your child under age 20 or age 24 if a full-time student

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

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

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

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

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

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

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

A Dependent Child is eligible for an Education Benefit if the Dependent Child enrolls as a full-time student at a post-secondary school Counseling ,YarTru 'Tro Y 'gtUicerea for a



## **BENEFIT PROVISIONS**

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

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

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

## BENEFIT PROVISIONS

### EMPLOYEE ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### What are the Exclusions?

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

- suicide while sane or insane.
- intentionally self-inflicted injuries.
- bodily or mental infirmity or disease of any kind, or an infection unless due to an Accidental cut or wound.
- your committing or attempting to commit an assault, felony or other criminal act.
- your active participation in a war or an act of war, if the cause of death occurs while the Employee is serving in the military.

“War” includes, but is not limited to, declared war and armed aggression by one or more countries resisted on orders of any other country, combination of countries or internal organization.

“Act of War” means any act peculiar to military, naval or air operations in time of war.

“Military” includes persons serving on active, Reserve and Guard duty.

- your active participation in a riot, rebellion, or insurrection.
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## **BENEFIT PROVISIONS**

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

#### **What happens when my Employer transfers Insurance Carriers to Sun Life?**

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

If you are not Actively at Work on August 1, 2017 you will be insured if:

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

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

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

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



## CLAIM PROVISIONS

## CLAIM PROVISIONS

7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

### **Can I request a review of a claim denial?**

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

Sun Life will review the claim on receipt of the written request for review, and will notify you of Sun Life's decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, Sun Life will notify you in writing of the special circumstances requiring the extension and the date by which Sun Life expects to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial review period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date Sun Life sends notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

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

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

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. your right to bring a civil action under ERISA, §502(a);
5. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
6. the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency."; and
7. the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

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

Benefits payable upon your death are payable to your Beneficiary living at the time (other than your Employer). You must name your Beneficiary on a form acceptable to Sun Life. Unless you otherwise specify, if more than one Beneficiary survives you, all surviving Beneficiaries will share equally. If no Beneficiary is alive on the date of your death, payment will be made to your estate.

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

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

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

## CLAIM PROVISIONS

If a benefit is payable to your estate, if you are a minor, or you are not competent, Sun Life has the right to pay an amount of

## GENERAL PROVISIONS

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

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

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

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

If relevant facts about you are not accurate:

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

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

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

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

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

This right may be used as often as reasonably required.

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

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

No legal action may start:

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

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

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

### **Can the Policyholder act as a Sun Life agent?**

For all purposes of the Group Policy, the Policyholder acts on its own behalf or as your agent. Under no circumstances will the Policyholder be deemed a Sun Life agent.



## DEFINITIONS

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

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you:

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

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

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

**Eligibility Date** means the date or dates you become eligible for insurance under the Group Policy. Classes eligible for insurance are shown in the Benefit Highlights.

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

**Employer** means Trustees of the College of the Holy Cross and includes any Subsidiary or Affiliated company insured under the Group Policy.

**Evidence of Insurability** means a statement or records of your medical history upon which acceptance for insurance will be determined by Sun Life. In some cases, Sun Life may require that you submit to a paramedical examination, at Sun Life's expense, as part of the Evidence of Insurability.

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

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

- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
-



## DEFINITIONS

## DEFINITIONS

**These are Accidental Death and Dismemberment Insurance terms you need to know.**

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

Trustees of the College of the Holy Cross Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its employees.

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

### **SUMMARY PLAN DESCRIPTION**

**Plan Sponsor:** Trustees of the College of the Holy Cross  
1 College St  
Worcester, MA 01610

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. 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



