State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death &

Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

# Filing at a Glance

Company: Sun Life Assurance Company of Canada

Product Name: Group AD&D

State: District of Columbia

TOI: H03G Group Health - Accidental Death & Dismemberment Sub-TOI: H03G.000 Health - Accidental Death & Dismemberment

Filing Type: Rate

Date Submitted: 12/09/2013

SERFF Tr Num: SNLF-129321949

SERFF Status: Pending Industry Response

State Tr Num:

State Status:

Co Tr Num: AD&D REWRITE 2013 - RATES

Implementation On Approval

Date Requested:

Author(s): Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Pat Squillacioti, Lori Chilcote,

Pauline Michaud, Ellen Thibodeau, Linda Murphy, Stacy Amos, Lori Minchoff, Barbara

Chorzempa

Reviewer(s): Darniece Shirley (primary), Alula Selassie, Donghan Xu

Disposition Date:
Disposition Status:
Implementation Date:

State Filing Description:

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death &

Dismemberment

**Product Name:** Group AD&D

SERFF Tracking #: SNLF-129321949

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

## **General Information**

Project Name: AD&D Rewrite 2013 - Rats Status of Filing in Domicile: Authorized

Project Number: AD&D REWRITE 2013 - Rates Date Approved in Domicile: Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Discretionary, Trust

Overall Rate Impact:

Filing Status Changed: 12/31/2013

State Status Changed: Deemer Date:

Created By: Pat Squillacioti Submitted By: Pat Squillacioti

Corresponding Filing Tracking Number:

Filing Description: Dear Sir or Madam:

We submit for your approval the enclosed initial rates for use with our Group Disability product. The rates will be used with forms 13-ADD-C-01 and 12-GP-E-01 which have been filed separately under SERFF Tracking # SNLF-129274499; Company Tracking # AD&D ReWrite 2013.

The proposed rate effective date is upon approval of the forms. We are not required to file our rates in our domiciliary state of Michigan.

We also include the required actuarial information.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

Sincerely,

Pat Squillacioti Sr Compliance Analyst

# **Company and Contact**

## **Filing Contact Information**

Patricia Squillacioti, Compliance Consultant Patricia.Squillacioti@sunlife.com

One Sun Life Executive Park 603-559-8281 [Phone] Wellesley Hills, MA 02481 781-416-3970 [FAX]

Company Tracking #: AD&D REWRITE 2013 - RATES

SERFF Tracking #: SNLF-129321949 State Tracking #:

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death &

Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

**Filing Company Information** 

Sun Life Assurance Company of CoCode: 80802 State of Domicile: Michigan

CanadaGroup Code: 549Company Type:175 Addison RoadGroup Name:State ID Number:

Windsor, CT 06095 FEIN Number: 38-1082080

(860) 737-1000 ext. [Phone]

# **Filing Fees**

Fee Required? No Retaliatory? No

Fee Explanation:

SERFF Tracking #: SNLF-129321949 State Tracking #: Company Tracking #: AD&D REWRITE 2013 - RATES

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death & Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

# **Correspondence Summary**

# **Objection Letters and Response Letters**

**Objection Letters** 

Status	Created By	Created On	Date Submitted
Pending Industry Response	Darniece Shirley	12/31/2013	12/31/2013

**Response Letters** 

Responded By Created On Date Submitted

SERFF Tracking #: SNLF-129321949 State Tracking #:

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death &

Dismemberment

Product Name: Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 12/31/2013
Submitted Date 12/31/2013
Respond By Date 01/21/2014

Dear Patricia Squillacioti,

#### Introduction:

Thank you for your recent filing. Please see below for additional information requested to continue review of the rate filing.

#### Objection 1

Comments: The Rate Review Data Detail section of the filing is missing. The State understands this is a new filing and not required, however completing would be preferred. Please correct, via post-submission update.

## Objection 2

- Actuarial Memorandum (Supporting Document)
- Actuarial Justification (Supporting Document)
- Actuarial Memorandum and Certifications (Supporting Document)

Comments: Please provide the group size rating factors for this product.

## Objection 3

- Actuarial Memorandum (Supporting Document)
- Actuarial Justification (Supporting Document)
- Actuarial Memorandum and Certifications (Supporting Document)

Comments: Please provide the average annual premium for the proposed product.

## Objection 4

- Cover Letter All Filings (Supporting Document)
- Certificate of Authority to File (Supporting Document)
- Actuarial Memorandum (Supporting Document)
- Actuarial Justification (Supporting Document)
- District of Columbia and Countrywide Loss Ratio Analysis (P&C) (Supporting Document)
- District of Columbia and Countrywide Experience for the Last 5 Years (P&C) (Supporting Document)
- Actuarial Memorandum and Certifications (Supporting Document)
- Unified Rate Review Template (Supporting Document)
- Group Accident Insurance Certificate, 13-ADD-C-01 (Form)
- Rate Information Endorsement, 12-GP-E-01 (Form)
- Actuarial Memorandum, [13-ADD-C-01] (Rate)
- Rate Manual, [13-ADD-C-01] (Rate)
- Table III, [13-ADD-01] (Rate)

Comments: Please confirm: This rate review is limited to DC resident policyholders or DC domiciled group certificate holders. All other rate requests will need to be reviewed by that respective state.

#### **Objection 5**

- Cover Letter All Filings (Supporting Document)
- Certificate of Authority to File (Supporting Document)
- Actuarial Memorandum (Supporting Document)
- Actuarial Justification (Supporting Document)

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death &

Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

- District of Columbia and Countrywide Loss Ratio Analysis (P&C) (Supporting Document)
- District of Columbia and Countrywide Experience for the Last 5 Years (P&C) (Supporting Document)
- Actuarial Memorandum and Certifications (Supporting Document)
- Unified Rate Review Template (Supporting Document)
- Group Accident Insurance Certificate, 13-ADD-C-01 (Form)
- Rate Information Endorsement, 12-GP-E-01 (Form)
- Actuarial Memorandum, [13-ADD-C-01] (Rate)
- Rate Manual, [13-ADD-C-01] (Rate)
- Table III, [13-ADD-01] (Rate)

Comments: Please note, this rate filing is subject to conformity with the corresponding forms filing. This department reserves the right to withdraw the filing if not.

#### Conclusion:

Sincerely,

Darniece Shirley

SERFF Tracking #: SNLF-129321949 State Tracking #: AD&D REWRITE 2013 - RATES

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death & Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

# **Form Schedule**

Lead Form Number:								
Item	Schedule Item	Form	Form	Form	Form	Action Specific	Readability	
No.	Status	Name	Number	Туре	Action	Data	Score	Attachments
1		Group Accident Insurance Certificate	13-ADD-C- 01	CER	Initial		50.300	District of Columbia 13-ADD- C-01 V3.pdf
2		Rate Information Endorsement	12-GP-E-01	CERA	Initial		50.300	12-GP-E-01 - Rate Information Endorsement - 5- 29-2012.pdf

Form Type Legend:

Advertising	AEF	Application/Enrollment Form
Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
Matrix	NOC	Notice of Coverage
Other	OUT	Outline of Coverage
Policy Jacket	POL	Policy/Contract/Fraternal Certificate
Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages
	Advertising Certificate  Data/Declaration Pages Matrix Other Policy Jacket Policy/Contract/Fraternal Certificate: Amendment,	Advertising  Certificate  CERA  Data/Declaration Pages  Matrix  NOC  Other  Policy Jacket  Policy/Contract/Fraternal Certificate: Amendment,  SCH

# SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office:
[One Sun Life Executive Park]
[Wellesley Hills, MA 02481]

[(800) 247-6875] [www.sunlife.com/us]

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below [insuring certain Employees of the Employer shown below].

Policy Number: [00000001]

Policy Effective Date: [November 1, 2013]
Policyholder: [ABC Company]
[Employer]: ABC Company]
Issue State: [District of Columbia]
[Amendment Effective Date: [January 1, 2014]]

# NOTICE TO BUYER. THIS IS A LIMITED BENEFIT CERTIFICATE. THIS CERTIFICATE PROVIDES ACCIDENT ONLY COVERAGE AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.

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.

Signed at Wellesley Hills, Massachusetts.

[Dean A. Connor]

[President and Chief Executive Officer]

[Dana J. Easthope]

[Vice-President, Associate General Counsel

and Corporate Secretary]

## THIS IS A LIMITED BENEFIT POLICY – READ IT CAREFULLY.

**Group Accident Insurance Certificate** 

**Non-Participating** 



## **TABLE OF CONTENTS**

	SECTION
BENEFIT HIGHLIGHTS	1
DEFINITIONS	2
ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF [EMPLOYEE] INSURANCE	3
[ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE]	[4]
[ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE]	
COVERED ACCIDENT BENEFITS	[6]
[ADDITIONAL BENEFITS	[7]
EXCLUSIONS	[8]
CLAIM PROVISIONS	[9]
[INSURANCE CONTINUATION]	[10]
[PORTABILITY]	[11]
[CONTINUITY OF COVERAGE]	[12]
GENERAL PROVISIONS	[13]

[2]

## 1. BENEFIT HIGHLIGHTS

[All Full Time United States Employees working in the United States [or Canada] scheduled to work at least [30] hours per week] [Eligible Classes:

**Eligibility Waiting Period:** [90 Days]

13-ADD-C-01 [3] Classification: [Class A]

[Benefit Plan: [Plan 1]]

[If you enrolled for this option,] Accidental Death and Dismemberment Insurance for all Insureds you elect to

enroll will be based on the following:]

[Benefit Coverage Type: [Basic, Optional, Voluntary]]

## Amount of [Employee] Insurance [Active Employees]

[An amount of insurance equal to your amount of [Basic] Life Insurance in force under Group Policy No. 12345-001.]

### [Basic Insurance]

#### **CLASS**

[A \$100,000

B 2.5 times your Basic Annual Earnings\*

C 1.0 times your Basic Annual Earnings\*]

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

[Basic] Maximum Benefit [for Class A] is [\$100,000].]

#### [Optional Insurance]

[Option I 2.5 times your Basic Annual Earnings\*

Option II You may elect an amount of insurance in increments of

\$10,000. The minimum amount you may elect is \$10,000 and the maximum amount you may elect is

\$200,000].

[\* rounded to [the next higher \$1,000], [if not already a multiple of \$1,000] [[Optional] Maximum Benefit is [\$500,000].]

[Your amount of [Basic] Accidental Death and Dismemberment Insurance reduces to [65%] when you reach age [70], [to] [50%] when you reach age [75], [to] [30%] when you reach age [80] and [to] [15%] when you reach age [85].

Your [Basic] Accidental Death and Dismemberment Insurance cancels at your retirement [unless you are eligible for Retiree Accidental Death and Dismemberment Insurance].]

[Your total amount of [Basic] Accidental Death and Dismemberment Insurance cannot exceed 10 times your Basic Annual Earnings.]

**[Combined Maximum Benefit** is your Basic Accidental Death and Dismemberment Insurance added to your Optional Accidental Death and Dismemberment Insurance or \$1,000,000, whichever is less.]

13-ADD-C-01 [4]

## [Amount of [Employee] Insurance (Retired Employees)

#### Class

A [[50%] of your amount of insurance in force on the day prior to

your retirement[, subject to a Maximum Benefit of [\$10,000]]

B [\$20,000]]

[Your amount of Retiree [Basic] Accidental Death and Dismemberment Insurance will reduce [to] [65%] when you reach age [70], [to] [50%] when you reach age [75], [to] [30%] when you reach age [80] and [to] [20%] when you reach age [85].]

Your amount of Retiree [Basic] Accidental Death and Dismemberment Insurance will terminate when you reach age [70].]

## [Amount of Dependent Insurance

## [Basic Insurance]

[Spouse [\$10,000] [An amount of insurance equal to your amount of Dependent [spouse] [Optional] Life

Insurance in force under Group Policy No. 12345-001]

[Child [\$5,000] [An amount of insurance equal to your amount of Dependent [child] [Optional] Life

Insurance in force under Group Policy No. 12345-001]]

#### [Optional Insurance]

[Spouse You may elect an amount of Dependent spouse insurance in increments of [\$5,000]. The

minimum amount that you may elect is [\$5,000 and the maximum amount you may elect is

[\$50,000].]

[Child [25%] of your amount of [Optional] Accidental Death and Dismemberment to a maximum of

[50,000].]

[The Dependent spouse [Optional] Maximum Benefit is \$50,000.]

[The Dependent child [Optional] Maximum Benefit is \$10,000.]

[Your Dependent spouse's amount of [Basic] Accidental Death and Dismemberment Insurance reduces [to] [65%] when the Dependent spouse reaches age [70], [to] [50%] when the Dependent spouse reaches age [75], [to] [30%] when the Dependent spouse reaches age [80] and [to] [15%] when the Dependent spouse reaches age [85].

[Your Dependent spouse's amount of [Optional] Accidental Death and Dismemberment Insurance cancels when you[r] [Dependent spouse] reaches age [70].]

[Your Dependent [Optional] Accidental Death and Dismemberment Insurance cancels at your retirement [unless you are eligible for Retiree Accidental Death and Dismemberment Insurance.]]

[(The amount of insurance for [any of] your Dependent['s] [spouse] cannot be more than [75% of] your amount of [Optional] Accidental Death and Dismemberment Insurance.)]

## [The following Additional Benefit(s) are included:

Ambulance Benefit

Bereavement Counseling Benefit

Brain Damage Benefit

**Business Travel** 

Carjacking Benefit

Child Care Benefit

[COBRA] Premium Expense Benefit

Coma Benefit

Common Accident Benefit

Common Carrier Benefit

Critical Burn Benefit

[Dependent Child] Education Benefit

Extended Care Facility Benefit

**Emergency Room Care Benefit** 

Family Travel Benefit

Felonious Assault Benefit

Funeral (Burial or Cremation) Benefit

Helmet Benefit

Home Alteration & Vehicle Modification Benefit

In-Hospital Care Benefit

Occupational Hepatitis Benefit

Occupational HIV Accident Benefit

Parent Care Benefit

Permanent Total Disability Income Benefit

Reconstructive Surgery Benefit

Rehabilitative Training Benefit

Repatriation Benefit

Seat Belt [/ Air Bag] Benefit

Skilled Home Care Benefit

Surgical Reattachment Benefit

Waiver of Premium Benefit]

**Contributions:** [The cost of your insurance is paid for entirely by you.]

#### 2. DEFINITIONS

**Accident or Accidental** means an external event that an average person would consider sudden and unforeseeable and:

- that results, directly and independently of all other causes;
- is independent of any illness, disease or other bodily malfunction; and
- occurs while coverage is in force under the Policy for the Insured.

Accident or Accidental does not mean an unintentional accident caused by or during medical treatment or surgery for Sickness or Injury.

**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 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 Confined; or
- are not disabled due to an injury or sickness.

You will be considered Actively at Work if you are representing the Employer at a location that is not the Employer's worksite. Representing the Employer includes, but is not limited to, meeting with professional associations, affiliates, subsidiaries, association members, union groups and other groups allowed by state or federal law.

If [your Employer] is not in-session, you are Actively at Work if you could be performing all the regular duties of your job for a full work [day] 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 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 Confined: or
- are not disabled due to an injury or sickness.

Actively at Work means that you are a Member in good standing of Local ABC of XYZ Union.

**Actively at Work** for a Director means being an active board member and attending required board meetings.

## **Activities of Daily Living means:**

- Bathing washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
- Continence the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- Dressing putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- Eating feeding oneself by getting food into the body from a receptacle (such as a plate, cup, or table) or by feeding tube or intravenously.
- Toileting getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- Transferring moving into or out of a bed, chair or wheelchair.

**Basic Annual Earnings** means your 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. If your current salary includes commissions, your Basic Annual Earnings will be averaged over the previous [24 month] period of employment or averaged from the date of employment, whichever is less.

**Carjacking** is the criminal taking of a Private Passenger Car by force, violence, or threats by a person other than [you, the Insured], a Family Member or member of your household against the person(s) then rightfully occupying the Private Passenger Car. Your household includes any person residing with you whether or not related to you by blood or marriage.

Civil Union means a same-sex relationship similar like marriage that is recognized by law.

**Coma** means a confirmed diagnosis of a state of unconsciousness with no reaction to external stimuli or response to internal needs for a continuous period of at least [31 days], and for which period the Glasgow coma score must be 4 or less. The diagnosis of coma must be made by a Physician. Coma does not include: (1) a medically induced coma; or (2) a coma that results from any alcohol or drug use.

Common Accident means the same accident or separate accidents occurring within a 24 hour period.]

**Common Carrier** includes but is not limited to commercial airplanes, trains, buses, trolleys, subways, ferries and boats that operate on a regularly scheduled basis between predetermined points or cities. Privately chartered vehicles and taxis are not Common Carriers.

**Confined or Confinement** means on the advice of a Physician, the assignment of an Insured to a bed as a resident inpatient in a Hospital for not less than [20] continuous hours. There must be a charge for room and board.

## Covered Accident means an Accident that:

- occurs while the Policy and the Insured's coverage is in force;
- occurs on or after the effective date of insurance; and
- is not excluded by the Policy or applicable Riders attached to it.

Critical Burn, Critically Burned means that you have, the Insured has suffered burns which:

- are certified by a Physician as more severe than second degree burns; and
- result in scarring of [25%] or more of your, the Insured's body.

### Dependent Child (Dependent Children) means your:

• unmarried child from live birth to under age [26] who is enrolled as a full time student and depends on you for [50%] or more of the child's support.

#### Dependent Child includes:

- your unmarried step-child;
- your grandchild who depends on you for support;
- a foster child placed with you by a licensed agency;
- a child for whom you have legal guardianship;
- your civil union partner's child;
- your adopted child, including any child placed with you for adoption; or
- A minor grandchild, niece or nephew of an Employee of the District of Columbia if the minor grandchild, niece or nephew is under the primary care of the Employee, and if the legal guardian of the minor grandchild, niece or nephew, if other than the Employee, is not covered by an accident of sickness policy. "Primary care" means that the Employee provides food, clothing, and shelter, on a

regular and continuous basis, for the minor grandchild, niece or nephew during the time that the District of Columbia public schools are in regular session.

If an unmarried child is age [26] or older and is:

- incapable of self-sustaining employment because of a developmental disability or physical handicap;
   and
- dependent on you for [50%] or more of his/her support;

that child will continue to be a Dependent Child under the Policy for as long as these conditions exist.

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

Dependent Child does not include:

- any person who is insured as an Employee; or
- any person residing outside the United States, Canada, or Mexico. This exclusion does not apply to a
  Dependent Child who resides with you while you are on a temporary work assignment outside the
  United States.

**Dependent Parent** means you or your Spouse's parents or grandparents]who depend on you or your Spouse for financial support as evidenced by your or your Spouse's federal income tax return.

**Divorce** means the dissolution of any relationship identified in the Marriage definition and the term "divorce decree" means the court-issued document appropriate for the termination of such a relationship.

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights. Any period of time prior to the Policy Effective Date you were Actively at Work for the Employer as a full-time Employee will count towards completion of the Eligibility Waiting Period.

**Emergency Room** means a specified area within a Hospital that is designated for the emergency care of accidental injuries. This area must:

- be staffed and equipped to handle trauma;
- be supervised and provide treatment by Physicians; and
- provide 24 hours a day service by registered graduate nurses (RNs).

**Employee** means a person who is employed by the Employer within the United States or Canada, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, who has provided the Employer with sufficient and authentic documentation establishing eligibility for employment in the United States as required under the Immigration Reform and Control Act, 8 U.S.C. 1324a(b)(1), and who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3)]. Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on a temporary assignment outside of the United States [or Canada] for [12 months] or less, you will be deemed to be working within the United States [or Canada]. If you are an Employee and you are working on a temporary assignment outside of the United States [or Canada] for more than [12 months], you will not be considered an Employee under the Policy unless we agree in writing.

**Employer** means [the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

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

**Extended Care Facility** means an institution which meets all of the following requirements:

- it must provide treatment to restore [or maintain] the health of sick or injured persons;
- the treatment must be given by or supervised by a Physician;
- nursing care must be given by or supervised by a registered graduate nurse (RN);
- it must not primarily be a place of rest, a nursing home, or place of care for drug addiction, alcoholism, mental handicap, psychiatric disorders, or a place for the aged;
- it must be licensed by the laws of the jurisdiction where it is located as an extended care facility;
- it is Medicare approved or is accredited by the Joint Commission on Accreditation of Healthcare Organization (JCAHO) as an extended care facility.

**Extended Care Facility Stay** means the necessary and continuous confinement as an in-patient in an Extended Care Facility for which a room and board charge is made.

**Family Member** means: (a) your Spouse, civil union partner and (b) the following relatives of you or your Spouse: (1) parent; (2) grandparent; (3) child, civil union partner's child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and steprelatives.

## 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;
- the commencement or termination of employment of your Spouse;
- the change from part-time to full-time employment by [you or] your Spouse;
- the change from full-time to part-time employment by [you or] your Spouse; or
- the taking of an unpaid leave of absence by you or your Spouse.

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

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

**HIV** means Human Immunodeficiency Virus, a virus that infects lymphocytes and other cells bearing the CD4 marker, the initial infection of which is known as acute retro viral syndrome.

**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: (1) a rest home; (2) a skilled nursing facility; (3) an extended care facility; (4) a place of convalescence; (5) rehabilitative care; (6) custodial care; or (7) a place primarily for the treatment of drug addiction or alcoholism.

**Hospital Stay** means the necessary and continuous confinement as an in-patient in a Hospital. It does not include confinement as an in-patient in a skilled nursing facility or extended care facility for which a room and board charge is made.

**Injury** means accidental body injury that is the direct result of a Covered Accident. Injuries must be independent of Sickness, disease, bodily infirmity and other causes.

**Insured** means any person covered under the Policy.

#### **Intoxicated** means:

- under the influence of alcohol, illegal drugs or prescription drugs other than as prescribed by [the Insured's] Physician; or
- at or above the minimum blood alcohol level for which the Insured would be considered operating a
  motorized vehicle under the influence of alcohol in the jurisdiction where the Accident or Injury
  occurred.

For the purposes of this definition, "operating" includes allowing the engine to run even if not seated in the vehicle and "motorized vehicle" includes, but is not limited to, [automobiles, motorcycles, boats and snowmobiles.

**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.

#### Loss of [Arm, Hand, Leg, Limb, Thumb, Toe and Index Finger, Hearing, Sight or Speech

- Loss of Arm means that the arm is completely cut off at or above the elbow.
- Loss of Hand means [the loss of at least two fingers and a thumb of the same hand or] the permanent and irrecoverable loss of use of the hand.
- Loss of Leg means that the leg is completely cut off at or above the knee.
- Loss of Limb means that the foot is completely cut off at or above the ankle joint or the hand is completely cut off at or above the wrist.
- Loss of a Thumb and Index Finger means that the thumb and index finger are each completely cut off at the metacarpophalangeal joint.
- Loss of a Toe means that the toe is completely cut off at the joint proximate to the first interphalangeal joint where it is attached to the foot.
- Loss of Hearing means the permanent and irrecoverable loss of hearing.
- Loss of Sight of an eye means total and permanent loss of vision of the eye.
- Loss of Speech means the permanent and irrecoverable loss of speech or the ability to speak.

**Marriage** means any of the following relationships recognized under applicable state law: a same-sex or opposite-sex marriage; a domestic partnership under which the partners have the same legal rights and responsibilities as a married couple; and an unmarried same-sex or opposite-sex adult who resides with the Employee and has registered in a state or local domestic partnership registry with the Employee under which the partners have the same legal rights and responsibilities as a married couple.

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

**Occupational Injury** means an accidental exposure to bodily fluids subject to universal precautions as defined by the Center for Disease Control (CDC) that you sustain while insured under the Policy and while you are performing duties as a [healthcare professional] in your capacity as an Employee of the Employer.

**Paralysis** means injury to the brain or spinal cord that results in complete and irreversible loss of use of both arms, both legs or one arm and/or one leg.

- Monoplegia Uniplegia is the complete and irreversible Paralysis of one arm or one leg.
- Hemiplegia is the complete and irreversible Paralysis of one arm and one leg on the same side.
- Diplegia is the complete and irreversible Paralysis of both arms.
- Paraplegia is the complete and irreversible Paralysis of both legs.
- Quadriplegia is the complete and irreversible Paralysis of both arms and both legs.

## Physical [or Occupational Therapist means a person who:

- is licensed by the state or province to practice physical or occupational therapy;
- performs services which are allowed by their license; and
- performs services for which benefits are provided under the Policy; and
- practices according to the Code of Ethics of the American Physical Therapy Association.

The Physical or Occupational Therapist cannot be you, a business associate or any Family Member.

Physician means a person 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 prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by applicable 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.

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

**Private Passenger Car** is a validly registered, four wheel private passenger car, including Employer, Policyholder]owned car, that is not licensed commercially or being used for commercial purposes. Any vehicle being used as a taxicab, bus, or other public conveyance will not be considered a Private Passenger Car.

**Reconstructive Surgery** means surgery to restore normal physiologic function of the involved part of the body.

**Retired Employee** means you are a former Employee of your Employer, you have retired on or after July 1, 2013, and prior to your retirement you were insured as an active Employee.

To be considered a Retired Employee, you must be receiving a pension from your Employer [or receiving a pension as a result of your employment with your Employer.

Sickness means disease or illness, mental illness, drug and alcohol illness or pregnancy.

**Skilled Home Care** means skilled nursing or skilled rehabilitation services ordered by a Physician that require a qualified professional such as a registered nurse, Physical Therapist, Occupational Therapist, or speech pathologist. Skilled Home Care does not include services that are provided to a person mainly to assist him or her in the Activities of Daily Living.

#### Spouse means any individual who:

 the person to whom you are legally married to in a same-sex or opposite-sex marital relationship under applicable state or provincial law and is recognized as a spouse, under which the partners have the same legal rights and responsibilities as a married couple, or are otherwise accorded the same rights as a spouse. Spouse does not include:

- any person who is insured as an Employee; or
- any person residing outside the [United States, Canada] or Mexico. This exclusion does not apply to your Spouse who resides with you while you are on a temporary work assignment outside the United States.

**Treatment** means a Physician's consultation, care or services, diagnostic measures, or the prescription, refill or taking of prescribed drugs or medicines.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

You, Your (you, your) means [an Employee] who is eligible for insurance under the Policy.

## 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF [EMPLOYEE] INSURANCE

## When are you eligible for [Employee] Insurance?

You are initially eligible for [Employee] Insurance on [the latest of:

- [September 1, 2013];
- [the [day after][date] your Eligibility Waiting Period ends]; or
- [the date you first are [Actively at Work] in an Eligible Class]].

[You are also eligible for [Employee] Insurance [during any Enrollment Period or] as a result of a Family Status Change, provided you are [Actively at Work] and in an Eligible Class.]

## [When must you enroll for [Employee] Insurance?

You must enroll within [31 days] of the date you are initially eligible for [Employee] Insurance [or within [31 days] of the date of a Family Status Change] [or during any Enrollment Period]].

[If you refuse your insurance and do not enroll when you are eligible, then you will not be allowed to enroll for at least [6 months].]

#### When does [Employee] Insurance start?

[Employee] [Basic] Insurance starts on the later of the date:

- · you are eligible;
- [you enroll; and]
- [you agree to make any required contribution toward the cost of insurance[;

if you are Actively at Work on that date.]

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

## [When can you make changes in [Employee] Insurance?

[During any Enrollment Period after] [If] you are covered under the Policy [and Actively at Work], you may request a change in your [Employee] Insurance benefit option.

[You may also request a change in [Employee] 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.]

## [When does a change in [Employee] Insurance start?

[If you are Actively at Work, any] increase in [Employee] Insurance or benefits will start on [the first of the month following] the date you apply for such change in insurance [and you agree to make any required contribution toward the cost of insurance].

[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 will start [on the date you apply for such change in insurance][, whether or not you are Actively at Work].

Any change in insurance will only affect benefits for a Covered Accident that occurs after the effective date of the change. ]

## [What happens if you are rehired by your Employer?

[If you are rehired by your Employer within [6 months] of the date your employment ends [due to lay off], your insurance may be reactivated. Your reactivated insurance will:

- be the same insurance for which you were insured prior to termination of employment;
- be subject to all the terms and provisions of the Policy.]

[If you had partially satisfied your Eligibility Waiting Period prior to your termination of employment, your previous time employed with your Employer will [not] count towards completion of your Eligibility Waiting Period.] [Your Eligibility Date will be the later of [the date] you are rehired or [the day after] you complete the Eligibility Waiting Period.]

[If you are rehired by your Employer [6 months] or later after the date your employment terminates [due to lay off or rehired for any other reason], your coverage will not be reinstated. You will be eligible for insurance on [the day after] you complete a new Eligibility Waiting Period.]

[You must re-enroll within [31 days] of your rehire date.]]

[Coverage will not be reactivated for any amount of insurance which you continued under the Portability Provision, unless you cancel such coverage].]

#### When does [Employee] Insurance end?

Your insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- [the date your Employer's participation in the Trust and under the Policy is terminated];
- 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 request in writing to end your insurance;
- [the date on which you attain age [80];]
- [the last day you are Actively at Work[, subject to any applicable Insurance Continuation or Portability provisions provided];]
- the date you enter active duty in any armed service during time of war, declared or undeclared[; or]
- [the date you retire; or]
- the date you die.

#### [If your coverage has ended, can it be reinstated?

If your insurance ends for any reason other than you have voluntarily terminated your insurance, then you may apply to reinstate your insurance [within 12 months from when your insurance ended]. To reinstate your insurance, you must apply within [31 days] after you return to being [Actively at Work] in an Eligible Class. Reinstatement will be effective on the latest date when all of the following have occurred:

- we approve your application for reinstatement, by the 45<sup>th</sup> day unless we notify you in writing of disapproval of your application;
- you agree to make any required contribution toward the cost of your insurance[; and
- you return to being Actively at Work].

Any Accident occurring between your termination date and your reinstatement effective date will not be considered a Covered Accident.

A new Eligibility Waiting Period will [not] apply.]

## [4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

## When are you eligible for Spouse Insurance?

If you are in an Eligible Class shown in the Benefit Highlights, you are initially eligible for Spouse Insurance on [the latest of:

- [September 1, 2013];
- the date you are [eligible] [insured] for [Employee] [Basic] Insurance; or
- the date you acquire a Spouse.

[You are also eligible for Spouse Insurance [during any Enrollment Period or] as a result of a Family Status Change, provided you are in an Eligible Class and have a Spouse.]

## [When must you enroll for Spouse Insurance?

You must enroll within [31 days] of the date you are initially eligible for Spouse Insurance [or within [31 days] of the date of a Family Status Change] [or during any Enrollment Period]].

#### When does Spouse Insurance start?

Spouse [Basic] Insurance starts on the latest of the date:

- you are eligible for Spouse Insurance;
- [you are insured under the Policy;]
- [you enroll for Spouse Insurance; and]
- you agree to make any required contribution toward the cost of insurance;

[if you are Actively at Work on that date.

If you are not Actively at Work on that date, your Spouse Insurance will not start until you resume being Actively at Work.]

## What if my Spouse is Confined?

If your Spouse is Confined on the date your Spouse Insurance would normally start, your Spouse Insurance will not start until your Spouse is no longer Confined.

#### [How can you make changes in Spouse Insurance?

[During any Enrollment Period after] [If] your Spouse is covered under the Policy and not Confined, [and you are Actively at Work,] you may request a change in your Spouse Insurance.

[You may also request a change in Spouse 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.]

#### [When does a change in Spouse Insurance start?

[If you are Actively at Work, any] increase in insurance or benefits will start on [the first of the month following] the date you apply for such change in Spouse Insurance [and you agree to make any required contribution toward the cost of insurance].

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

Any reduction in insurance will start [on the date you apply for such change in insurance][, whether or not you are Actively at Work].

Any change in Spouse Insurance will only affect benefits for a Covered Accident that occurs after the effective date of the change.]

## When does Spouse Insurance end?

Spouse Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- [the date your Employer's participation in the Trust and under the Policy is terminated];
- 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 or] your Spouse Insurance;
- [the date you are no longer insured under the Policy;]
- the date you request in writing to end your Spouse Insurance;
- [the date your Spouse attains age [80];]
- [the last day you are Actively at Work[, subject to any Insurance Continuation or Portability provisions provided];]
- the date your Spouse enters active duty in any armed service during time of war, declared or undeclared;
- the date your Spouse no longer meets the definition of Spouse as described in this Certificate[; or]
- [the date you retire; or]
- the date your Spouse dies.]

# [[5.] ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

## When are you eligible for Dependent Children Insurance?

If you are in an Eligible Class shown in the Benefits Highlights, then you are initially eligible for Dependent Children Insurance on the latest of:

- [September 1, 2013];
- the date you are [eligible] [insured] for [Employee] [Basic] Insurance; or
- the date you acquire your Dependent Children.

[You are also eligible for Dependent Children Insurance [during any Enrollment Period or] as a result of a Family Status Change, provided you are in an Eligible Class and have one or more Dependent Children.]

## When must you enroll for Dependent Children Insurance?

You must enroll within [31 days] of the date you are initially eligible for Dependent Children Insurance [or within [31 days] of the date of a Family Status Change [or during any Enrollment Period].

#### When does Dependent Children Insurance start?

Dependent Children [Basic] Insurance starts on the latest of the date:

- you are eligible for Dependent Children Insurance;
- you [or your Spouse] are first insured under the Policy;
- [you enroll for Dependent Children Insurance; and]
- you agree to make any required contribution toward the cost of insurance[;

if you are Actively at Work on that date.

If you are not Actively at Work, your Dependent Children Insurance will not start until you resume being Actively at Work].

## What if my Dependent Child is Confined?

If your Dependent Child is Confined on the date your Dependent Children Insurance would normally start, your Dependent Children Insurance will not start until your Dependent Child is no longer Confined. [Confinement does not apply to a newborn child [or a newly adopted child].]

#### [How can you make changes in Dependent Children Insurance?

[During any Enrollment Period after] [If] your Dependent Children are covered under the Policy and not Confined, [and you are Actively at Work,] you may request a change in your Dependent Children Insurance.

[You may also request a change in Dependent Children 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.]

#### **IWhen does a change in Dependent Children Insurance start?**

[If you are Actively at Work, any increase in Dependent Children Insurance or benefits will start on [the first of the month following] the date you apply for such change in Dependent Children Insurance and you agree to make any required contribution toward the cost of insurance.

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

Any reduction in Dependent Children Insurance will start [on the date you apply for such change in insurance], whether or not you are Actively at Work.]

Any change in insurance for your Dependent Children will only affect benefits for a Covered Accident that occurs after the effective date of the change. ]

#### How can you add a child or children to your Dependent Children Insurance?

After you [or your Spouse] and a Dependent Child are covered under the Policy, [and you are Actively at Work,] any child who becomes one of your Dependent Children will automatically be covered.

# How does Dependent Children Insurance apply to newborn children[, newly placed foster children] or newly adopted children?

If you [or your Spouse] are insured under the Policy but do not have Dependent Children Insurance when a newborn child[, newly placed foster child] or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered [for [31 days] from the date they become your Dependent Child. To continue coverage beyond [31 days], then you must:

- enroll for Dependent Children Insurance within [31 days] from the date the newborn child [, newly placed foster child] ] or newly adopted child becomes your Dependent Child; and
- pay the required premium to continue your Dependent Children Insurance].

If you [or your Spouse] are covered under the Policy and have Dependent Children Insurance when a newborn[, newly placed foster child] or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered.

## When does Dependent Children Insurance end?

Dependent Children Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- [the date your Employer's participation in the Trust and under the Policy is terminated];
- 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 [or your Spouse Insurance, if you are not insured] or your Dependent Children Insurance;
- the date [you or your Spouse are] no longer insured under the Policy;
- the date you request in writing to end your Dependent Children Insurance;
- [the last day you are Actively at Work[, subject to any Insurance Continuation or Portability provisions provided];]
- the date your Dependent Child enters active duty in any armed service during time of war, declared or undeclared;
- the date your Dependent Child no longer meets the definition of Dependent Child as described in this Certificate, but only with respect to that person[; or]
- [the date you retire; or]
- the date your Dependent Child dies.]

## [6.] COVERED ACCIDENT BENEFITS

## [ACCIDENTAL DEATH BENEFIT

#### What is the Accidental Death Benefit?

We will pay an Accidental Death Benefit when [you die][an Insured dies] within [365] days of the date of the Covered Accident as a result of Injuries received from that Accident. The amount payable is [100%] of the amount of insurance in force for your class shown in the Benefit Highlights on [your][the Insured's] date of death.]

## [What happens if [you disappear] [or your Spouse [or your Dependent Child] disappears]?

We will presume, subject to no objective evidence to the contrary, that [you are] [the Insured is] dead and death is a result of an Accidental Injury if:

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

[We will not presume death if [you were] [the Insured was] a pilot or a crew member of the [public] conveyance.]]

## [ACCIDENTAL DISMEMBERMENT BENEFIT

#### What is the Accidental Dismemberment Benefit?

We will pay an Accidental Dismemberment Benefit if [you sustain][an Insured sustains] any of the losses shown below due to Injuries received in a Covered Accident, and the loss occurs within [365] days after the date of the Covered Accident. The amount payable is a percentage of the amount of insurance in force for your class shown in the Benefit Highlights on the date of the Accidental Injury. The following is a list of the losses and applicable percentages:

[Loss of one Limb [Loss of two Limbs [Loss of thumb and index finger of the same hand	Employee [and Spouse] [50%]] [100%]] [25%]]	[Dependent Child [50%]] [100%]] [25%]]
[Loss of Sight of one eye [Loss of Sight of both eyes [Loss of Speech or Hearing [Loss of Speech and Hearing	[50%]] [100%]] [50%]] [100%]]	[50%]] [100%]] [50%]] [100%]]
[Paralysis – quadriplegia [Paralysis – paraplegia [Paralysis - hemiplegia [Paralysis - [monoplegia] [uniplegia] [Paralysis - diplegia	[100%]] [75%]] [50%]] [50%]] [50%]]	[100%]] [75%]] [50%]] [50%]]
[Critical Burn covering [75%] or more of the body [Critical Burn covering [50%] to [74%] of the body [Critical Burn covering [25%] to [49%] of the body	[100%]] [50%]] [25%]]	[100%]] [50%]] [25%]] ]

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

13-ADD-C-01 [20]

### [[7.] 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.

#### **AMBULANCE BENEFIT**

#### What is the Ambulance Benefit?

We will pay an additional Ambulance Benefit if [you satisfy, the Insured satisfies] all of the following conditions:

- [you suffer, the Insured suffers] an Accidental Injury while insured for which a[n] Accidental Death or Dismemberment Benefit is payable;
- [you require, the Insured requires] ambulance services due to the same Accidental Injury;
- the ambulance services provided must be for [ground or air] transportation from the place where [you are, the Insured is] injured to the nearest hospital that is able to provide the required care.

The Ambulance Benefit is [\$500] [or \$1,000 if you are insured for [Optional] Accidental Death and Dismemberment Insurance] and is payable once per calendar year [per Insured].

#### [BEREAVEMENT COUNSELING BENEFIT

### What is the Bereavement Counseling Benefit?

If [you die] [an Insured dies] and [an] [a] [Basic] Accidental Death Benefit is payable under the Policy, we will pay a Bereavement Counseling Benefit during an Immediate Family Member's period of bereavement for up to [12 months] after [you die] [an Insured dies].

Immediate Family Member means you, your Spouse or your Dependent Child.

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

The Bereavement Counseling Benefit equals [the 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] [or \$2,000 if you are insured for [Optional] Accidental Death and Dismemberment Insurance] per Insured's death].

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

#### **[BRAIN DAMAGE BENEFIT**

## What is the Brain Damage Benefit?

If [you suffer, the Insured suffers] an Accidental Injury while insured that results in brain damage, we will pay a Brain Damage Benefit if [you satisfy, the Insured satisfies] all of the following conditions:

 within [90] days after the accident, [you are, the Insured is] diagnosed by a Physician as having suffered brain damage as a result of the accident;

13-ADD-C-01 [21]

- the brain damage continues for [12] consecutive months and results in the loss of 2 or more Activities
  of Daily Living; and
- after [12] consecutive months, a Physician certifies that the brain damage is permanent, complete
  and irreversible.

The amount payable for the Brain Damage Benefit [for Basic Accidental Death and Dismemberment Insurance] is [the lesser of:]

- [[25%] of the amount of [Basic] Accidental Death and Dismemberment Benefit in force; or]
- [\$25,000].

This benefit is payable in a lump sum.]

## [BUSINESS TRAVEL BENEFIT

#### What is the Business Travel Benefit?

We will pay a Business Travel Benefit if your loss of life occurs while traveling on business for the Employer. The Business Travel Benefit [for Basic Accidental Death Benefit] is [the lesser of:]

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

[reduced by any benefit payable under the Common Carrier Benefit].

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 the Employer's business until you return to your place of residence. Business Travel does not include your vacations or any 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].]

#### **[CARJACKING BENEFIT**

## What is the Carjacking Benefit?

We will pay a Carjacking Benefit if, while insured, [you sustain][an Insured sustains] an Accidental Injury that results from the Carjacking of a Private Passenger Car that [you were, the Insured was] operating, getting in or out of, or riding as a passenger, for which a[n] [Basic] Accidental Death or [Basic] Accidental Dismemberment benefit is payable. The Carjacking Benefit [for Basic Accidental Death and Dismemberment is [the lesser of:]

- [[10%] of the amount of [Basic] Accidental Death or [Basic] Accidental Dismemberment benefit payable for the applicable loss; or]
- [[\$10,000].]

## [CHILD CARE BENEFIT

#### What is the Child Care Benefit?

If you [die] [or your Spouse dies] and [an] [a] [Basic] Accidental Death Benefit is payable under the Policy, a Child Care Benefit is payable if:

- your Dependent Child is enrolled in a legally licensed Child Care Center on the date of the accident; or
- your Dependent Child enrolls in a legally licensed Child Care Center within [365 days] after your [or your Spouse's] death; and
- your Dependent Child is age [13 or under].

#### What is the amount of the Child Care Benefit?

The Child Care Benefit is [the lesser of:]

- [the actual cost charged by the Child Care Center per year; or]
- [[5%] of your [or your Spouse's] [Basic] Accidental Death Benefit payable[, plus [5%] of your [Optional] Accidental Death Benefit payable]; or]
- [[\$2,500] [(\$5,000 if you are insured for [Optional] Accidental Death and Dismemberment Insurance)]].

The Child Care Benefit is payable each year [for a maximum of [4] years per Dependent Child or until the child attains age [13], whichever is less]. The Child Care Benefit is payable upon receipt of satisfactory proof of paid expenses and that your Dependent Child is enrolled in a legally licensed Child Care Center.

Child Care expenses do not include:

- expenses incurred prior to your [or your Spouse's] death; or
- · charges for room and board; or
- charges for ordinary living, traveling or clothing expenses.

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

#### [[COBRA] PREMIUM EXPENSE BENEFIT

#### What is the [COBRA] Premium Expense Benefit?

We will pay a [COBRA] Premium Expense Benefit if [you] [an Insured] die[s] as a result of an Accidental Injury and an [Basic] Accidental Death benefit is payable. The [COBRA] Premium Expense Benefit is [the lesser of]:

- [[2%] of the [Basic] Accidental Death and Dismemberment benefit payable; or]
- [the cost of the [COBRA] premiums paid, up to the annual maximum amount of [\$10,000]].

The [COBRA] Premium Expense Benefit will be paid on [an annual basis].

## What limitations apply to the [COBRA] Premium Expense Benefit?

A [COBRA] Premium Expense Benefit is payable only if [you] [an Insured] has a surviving Spouse or a Dependent Child who:

- is eligible to continue group medical and/or dental insurance coverage through an employer sponsored group medical or dental plan within the time periods required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, including changes made by the Health Insurance Portability and Accountability Act of 1996 (HIPAA)]; and
- elects to continue group medical or dental coverage through an employer sponsored group medical or dental plan within the time periods prescribed by [COBRA].

## When does the [COBRA] Premium Expense Benefit end?

The [COBRA] Premium Expense Benefit will terminate on the earliest of:

the date the employer sponsored group medical or dental plan terminates;

- the date the surviving Spouse or Dependent Child terminates [COBRA];
- the date the surviving Spouse or Dependent Child becomes covered under any other employer sponsored Medical and/or Dental plan without an applicable pre-existing condition exclusion;
- the date the surviving Spouse or Dependent Child becomes eligible for Medicare;
- the date the surviving Spouse or Dependent Child fails to give us the required proof of premium payments made to the employer for [COBRA] Premium expense;
- the date the total [COBRA] Premium Expense benefits paid in any [12 month] period equal the annual maximum amount for the [COBRA] Premium Expense Benefit; or
- [36 months] from the date [you] [the Insured] die[s].

## **[COMA BENEFIT**

#### What is the Coma Benefit?

If, while insured, you [or your Spouse] suffer[s] an Accidental Injury that results in your [or your Spouse] being in a Coma for at least [31 days], a Coma Benefit will be payable. The Coma Benefit is payable for [100] months in equal [monthly] installments based on your [or your Spouse's] amount of [Basic] Accidental Death and Dismemberment insurance shown in the Benefit Highlights at the time of the accident reduced by any amount previously payable as a result of the same accident. [After the [11] monthly installments have been paid, if you [or your Spouse] remain in a Coma, your [or your Spouse's] remaining [Basic] Accidental Death and Dismemberment Benefit (if any) will be payable in a lump sum.]

### When does the Coma Benefit cease?

The Coma Benefit will cease to be payable when:

- you [or your Spouse] regain consciousness;
- you [or your Spouse] die; or
- [100] [monthly] installments have been paid.

## What happens if I [or my Spouse] die while in a Coma?

If you [or your Spouse] die without regaining consciousness, your [or your Spouse's] remaining [Basic] Accidental Death and Dismemberment Benefit (if any) will be payable. We will require monthly proof of the continuance of your [or Spouse's] Coma, but after one year we will not ask for proof more often than [twice] a year.]

### **[COMMON ACCIDENT BENEFIT**

#### What is the Common Accident Benefit?

We will pay a Common Accident Benefit if you and your Spouse both die as a result of a Common Accident within [365 days] of the date of that accident. The Common Accident Benefit will increase your Spouse's death benefit to equal your amount of [Basic] Accidental Death Benefit payable or [\$50,000], whichever is less.

If an Accidental Death Benefit is not payable for both you and your Spouse, no Common Accident Benefit is payable. [If you do not have a Dependent Child, no Common Accident Benefit is payable].]

## [COMMON CARRIER BENEFIT

#### What is the Common Carrier Benefit?

If [your] [an Insured's] loss of life occurs while traveling as a fare-paying passenger on a public conveyance operated by a common carrier, an additional Common Carrier benefit will be payable.

The Common Carrier Benefit [for Basic Accidental Death Benefit Insurance] is [the lesser of:]

- [[50% of] the amount of [Basic] Accidental Death Benefit payable; or]
- [[\$50,000].]

## [CRITICAL BURN BENEFIT

#### What is the Critical Burn Benefit?

We will pay a Critical Burn Benefit if [you are, the Insured is] Critically Burned due to an Accidental Injury while insured.

The Critical Burn Benefit is [the lesser of:]

• [[25%] of the amount of [Basic] Accidental Death and Dismemberment Benefit in force; or]

[\$25,000].]

## [[DEPENDENT CHILD] EDUCATION BENEFIT

## What is the [Dependent Child] Education Benefit?

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

## [What is the Education Benefit for your Dependent Child?

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

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

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

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

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

## [What is the Education Benefit for your Spouse?

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

The [annual] Spouse Education Benefit is [the lesser of:]

- [[5%] of your [Basic] Accidental Death Benefit payable; or]
- [the expenses paid directly to such school; or]
- [\$3,000].

Proof of enrollment and expenses are required prior to payment of the benefit.]

#### **EMERGENCY ROOM CARE BENEFIT**

#### What is the Emergency Room Care Benefit?

We will pay an additional Emergency Room Care Benefit if [you satisfy, the Insured satisfies] all of the following conditions:

- [you suffer, the Insured suffers] an Accidental Injury while insured for which a[n] Accidental Death or Dismemberment Benefit is payable;
- initial medical services are rendered by a Physician in an Emergency Room within [24] hours of the Accidental Injury.

The Emergency Room Care Benefit is [\$250] per occurrence per [Insured].

## **[EXTENDED CARE FACILITY BENEFIT**

#### What is the Extended Care Facility Benefit?

We will pay an Extended Care Facility Benefit for each month [you are, the Insured is] confined in an Extended Care Facility due to a [Permanent] Total Disability that was:

- caused by an Accidental Injury which occurred while [you were, the Insured was] insured; and
- begins within [90] days of the date of the same Accidental Injury; and
- is reasonably expected to continue without interruption for the rest of [your, the Insured's] life.

The monthly Extended Care Facility Benefit is [the lesser of:]

- [[2%] of the amount of [Basic] Accidental Death and Dismemberment Benefit in force; or]
- [\$2,000].

The Extended Care Facility Benefit will be paid at the end of each consecutive month, following an Extended Care Facility Stay of [12] or more consecutive months during the uninterrupted continuance of [your, an Insured's] Extended Care Facility Stay. If a benefit is payable for a period of Extended Care Facility Stay of less than one month, a pro-rata amount will be payable equal to 1/30<sup>th</sup> of the monthly benefit payable for each day of Extended Care Facility Stay.

The Extended Care Facility Benefit will cease on the earliest of:

- the date [you cease, the Insured ceases] to be confined to the Extended Care Facility;
- the date [you cease, the Insured ceases] to be [Permanently] Totally Disabled; or
- the date we paid [you, the Insured] the Extended Care Facility Benefit for a total of [12] consecutive months.

[The aggregate amount payable for the Extended Care Facility Benefit, In-Hospital Care Benefit and Skilled Home Care Benefit attributable to the same Accidental Injury will not exceed 100% of the [Basic] Accidental Death and Dismemberment Benefit.]

For the purpose of this benefit, [Permanent] Total Disability or [Permanently] Totally Disabled means because of your Accidental Injury:

- you are unable to perform, and presumably will continue to be unable to perform for the duration of your life, the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience [; or
- [you have suffered the entire and irrecoverable loss of your sight of both eyes; or]
- [you have suffered the irrecoverable use of both hands or both feet or of one hand and one foot].]

## **[FAMILY TRAVEL BENEFIT**

#### [What is the Family Travel Benefit?

If [you receive] [an Insured receives] an Accidental Injury and as a result [you die or are] [the Insured dies or is] hospitalized for [3] or more consecutive days, a Family Travel Benefit will be payable. Death or hospitalization must occur at least [100] miles from [your] [the Insured's] place of residence.

The Family Travel Benefit will pay for one member of [your] [the Insured's] family to travel to:

- [your] [the Insured's] bedside within [72] hours of the date of the accident; or
- make funeral arrangements.

[Your] [The Insured's] family member means a spouse, child, parent, brother or sister.

[No Family Travel Benefit is payable if an Accidental Death or Accidental Dismemberment Benefit is not payable.]

#### What types of expenses are reimbursed under the Family Travel Benefit?

The Family Travel Benefit reimburses the family member for the family member's hotel expenses [meals] and method of transportation expenses.

The Family Travel Benefit payable is [the lesser of:]

• [the usual and reasonable expenses for the hotel room [meals] and method of transportation; or]

- [the actual expenses for the hotel room [meals] and method of transportation; or]
- [\$5,000].

Method of transportation must be the most direct route to and from the hospital or where funeral arrangements need to be made. If the family member travels by automobile, we will reimburse at [the current mileage reimbursement rate allowed by the Internal Revenue Service].

We must receive receipts for the family member's expenses prior to payment of a Family Travel Benefit.

Expenses for air transportation will be limited to the lesser of the normal coach fare or the medical emergency ticket fare.]

## [FELONIOUS ASSAULT BENEFIT

#### What is the Felonious Assault Benefit?

We will pay a Felonious Assault Benefit if the [Basic] Accidental Death Benefit or [Basic] Accidental Dismemberment Benefit is payable as a result of you sustaining a Felonious Assault [while you were at work or while traveling on business for the Employer].

The Felonious Assault Benefit is [the lesser of:]

- [[25%] of the [Basic] Accidental Death and Dismemberment Benefit payable; or]
- [\$5,000].

The Felonious Assault cannot be inflicted by an employee of the Employer[, a Family Member or a member of your household]. [Your household includes any person residing with you whether or not related by blood or marriage.]]

#### [FUNERAL (BURIAL OR CREMATION) BENEFIT

## What is the Funeral (Burial or Cremation) Benefit?

If, while insured, [you sustain, the Insured sustains] an Accidental Injury that results in [your, the Insured's] death, we will pay an additional Funeral (Burial or Cremation) Benefit.

The Funeral (Burial or Cremation) Benefit is [\$5,000] per [Insured].]

## [HELMET BENEFIT

#### What is the Helmet Benefit?

We will pay a Helmet Benefit if [you] [an Insured] die[s] as a result of a Motorcycle accident and Accidental Death Benefit is payable. The Helmet Benefit is payable if [you were] [an Insured was] wearing a Helmet at the time of the accident and the driver of the Motorcycle held a valid drivers license with a Motorcycle endorsement.

[The Helmet Benefit is [the lesser of:]

- [[50%] of the amount of [Basic] Accidental Death Benefit payable; or]
- [\$25,000].

We must receive satisfactory written proof that [your][the Insured's] death resulted from a Motorcycle accident and that [you were][the Insured was] wearing a Helmet at the time of the accident. A copy of the police report is required.]

## [HOME ALTERATION OR VEHICLE MODIFICATION BENEFIT

#### What is the Home Alteration or Vehicle Modification Benefit?

We will pay a Home Alteration or Vehicle Modification Benefit if [you receive] [an Insured receives] an [Optional] Accidental Dismemberment Benefit under the Policy for

- [the loss of both feet or legs; or]
- [the loss of both hands or arms; or]
- [the loss of sight; or]
- [Quadriplegia, Paraplegia or Hemiplegia].

# What types of expenses are reimbursed under the Home Alteration or Vehicle Modification Benefit?

The Home Alteration or Vehicle Modification Benefit is payable for the out-of-pocket reasonable and necessary expenses incurred within [3] years of the date of [your] [the Insured's] loss for:

- · the cost of alterations of [your] [the Insured's] principal residence; or
- the cost of modification to one motor vehicle utilized by [you] [the Insured]; when such modification is approved by licensing authorities where required.

The Home Alteration or Vehicle Modification Benefit is [the lesser of:]

- [the actual expenses incurred for the modification or alteration reduced by any reimbursement [you receive] [the Insured receives] from other sources; or]
- [[50%] of the [Optional] Accidental Dismemberment Benefit payable; or]
- [\$10,000].

Proof of the expenses incurred to modify [your] [the Insured's ] residence or vehicle must be submitted to us prior to payment. The Home Alteration or Vehicle Modification Benefit is payable once per person's lifetime.

[Reasonable and necessary expenses means the average cost of the alteration or modification charged by most contractors in the locality where [you reside] [the Insured resides].]]

#### **[IN-HOSPITAL CARE BENEFIT**

#### What is the In-Hospital Care Benefit?

If, while insured, [you sustain, an Insured sustains] an Accidental Injury that results in a Hospital Stay of [4] or more consecutive days within [90] days of the Accidental Injury, we will pay a monthly In-Hospital Care Benefit as follows:

The monthly In-Hospital Care Benefit payable is [the lesser of:]

- [[2%] of [your, an Insured's] amount of [Basic] Accidental Death and Dismemberment Benefit in force; or]
- [\$2,000].

The In-Hospital Care Benefit will be paid at the end of each consecutive month, following a Hospital Stay of [4] or more consecutive days during the uninterrupted continuance of [your, an Insured's] Hospital Stay. If a benefit is payable for a period of Hospital Stay of less than one month, a pro-rata amount will be payable equal to 1/30<sup>th</sup> of the monthly benefit payable for each day of Hospital Stay.

The In-Hospital Care Benefit will end on the earliest of:

- the date [you are, an Insured is] no longer confined in a Hospital; or
- the date [12] monthly payments have been made.

If, after [your, an Insured's] discharge, [you become, the Insured becomes] re-confined in a hospital within [60] days of the discharge due to the same Accidental Injury for which a benefit was previously payable,

we will treat the re-confinement as the same period of Hospital Stay and continue the monthly In-Hospital Care Benefit payments during the re-confinement. In no event will the total payments exceed [12] months when combined with the previous payments.

[The aggregate amount payable for the Extended Care Facility Benefit, In-Hospital Care Benefit and Skilled Home Care Benefit attributable to the same Accidental Injury will not exceed 100% of the [Basic] Accidental Death and Dismemberment Benefit.]

## **[OCCUPATIONAL HEPATITIS BENEFIT**

## What is the Occupational Hepatitis Benefit?

If, while insured, you suffer an occupational Accidental Injury that results in you acquiring and [twice] testing positive for Hepatitis B or C within [180 days] of the Accidental Injury, we will pay an Occupational Hepatitis Benefit, if you satisfy all of the following:

- You must report the Occupational Injury to your Employer within [72 hours] of the Occupational Injury.
- You must submit a Workers' Compensation report to your Employer within [30 days] of the Occupational Injury.
- You must submit to Hepatitis testing at a laboratory or similar facility licensed to perform such testing
  within [72 hours] after the Occupational Injury. Testing will be at your expense. If the test results
  indicate that you tested positive for Hepatitis B or C, then the Hepatitis will be deemed to have been
  present before you suffered the Occupational Injury and no benefit is payable.
- If the test results indicate that you tested negative for Hepatitis B or C, then you must submit to retesting no sooner than [150 days] and no later than [180 days] after the Occupational Injury. If the subsequent test indicates that you tested positive for Hepatitis B or C, an Occupational Hepatitis Benefit will be payable. If the subsequent test indicates that you tested negative for Hepatitis B or C, no Occupational Hepatitis Benefit is payable.

The Occupational Hepatitis Benefit payable is [the lesser of:]

- [[25%] of your amount of [Optional] Accidental Death and Dismemberment Benefit in force; or]
- [\$50,000]:

[reduced by any benefit payable under the Policy for the same accident].

#### **Exclusions:**

No Occupational Hepatitis Benefit will be paid if:

- you first tested positive for Hepatitis B or C prior to the date you became insured under the Policy;
- your positive Hepatitis test was directly related to any signs or symptoms of Hepatitis infection for which you sought medical treatment prior to becoming insured under the Policy;
- your positive Hepatitis diagnosis was not due to a documented Occupational Injury; or
- your positive Hepatitis diagnosis was caused by an Occupational Injury that occurred prior to the date you became insured under the Policy. ]

#### **OCCUPATIONAL HIV ACCIDENT BENEFIT**

## What is the Occupational HIV Accident Benefit?

If, while insured, you suffer an occupational Accidental Injury that results in your acquiring and testing positive for Human Immunodeficiency Virus (HIV) within [180 days] of the Accidental Injury, we will pay an Occupational HIV Accident Benefit, if you satisfy all of the following:

- you must report the Occupational Injury to the Employer within [72 hours] after the Occupational Injury
  occurs.
- you must submit a Workers' Compensation report to the Employer within [30 days] after the Occupational Injury occurs.
- you must submit to HIV testing at a laboratory or similar facility licensed to perform such testing within
   [72 hours] after the Occupational Injury occurs. Testing is at your expense. If the test results indicate

- that you are HIV positive, then the HIV will be deemed to have been present before you suffered the Occupational Injury and no benefit is payable.
- If the test results indicate that you are HIV negative then you must submit to retesting no sooner than [150 days] and no later than [180 days] after the Occupational Injury. If the retesting indicates that you are HIV positive, an Occupational HIV Benefit will be payable. If retesting indicates that you are HIV negative, no Occupational HIV Benefit is payable.

The Occupational HIV Accident Benefit payable is [the lesser of]:

- [[25%] of your amount of [Optional] Accidental Death and Dismemberment Benefit in force; or]
- [\$50,000];

[reduced by any benefit payable under the Policy for the same accident].

#### **Exclusions:**

No Occupational HIV Accident Benefit will be paid if your HIV positive test result was:

- first diagnosed prior to the date you became insured under the Policy;
- directly related to any signs or symptoms of HIV infection for which you sought medical treatment prior to becoming insured under the Policy;
- not caused by a documented Occupational Injury; or
- caused by an Occupational Injury that occurred prior to the date you became insured under the Policy.

All other Policy exclusions apply.]

#### [PARENT CARE BENEFIT

#### What is the Parent Care Benefit?

If, while insured, [you suffer] [an Insured suffers] an Accidental Injury that results in the [your] [the Insured's] death, we will pay a Parent Care Benefit in equal shares to each of [your] [the Insured's] Dependent Parents, up to the maximum benefit amount for the Parent Care Benefit.

The Parent Care Benefit payable is [the lesser of:]

- [[1%] of the [your] [the Insured's] amount of [Optional] Accidental Death and Dismemberment payable;
   or]
- [\$5,000].

No benefit is payable if there are no surviving Dependent Parents upon [your] [the Insured's] death.

#### [PERMANENT TOTAL DISABILITY INCOME BENEFIT

#### What is the Permanent Total Disability Income Benefit?

If you become Permanently Totally Disabled, you may be eligible to receive part of your [Optional] Accidental Death and Dismemberment Insurance as a Permanent Total Disability Income Benefit if:

- within [365] days of the accident you have a Permanent Total Disability that is a result of an Accidental Injury payable under the Group Policy[;and
- you have been continuously Permanently Totally Disabled for at least [12] consecutive months].

Notice of Claim is required no later than [12] months after you cease to be Actively at Work. Proof of Claim is required no later than [15] months after you cease to be Actively at Work. We have the right to designate a Physician to examine you prior to the payment of the Permanent Total Disability Income Benefit.

### What is the amount of the Permanent Total Disability Income Benefit?

The Permanent Total Disability Income Benefit is based on your amount of [Optional] Accidental Death and Dismemberment Insurance in force on the date prior to your Accidental Injury. The monthly Permanent Total Disability Income Benefit payable will be the lesser of:

- [1%] of the [Optional] Accidental Death and Dismemberment Insurance in force on the date of your Accidental Injury; and
- [\$2,000];

reduced by any amount previously paid for your same Accidental Injury.

[The Permanent Total Disability Income Benefit is payable [monthly for [60] months] [as a single lump sum payment.]

#### When does my Permanent Total Disability Income Benefit cease?

Your Permanent Total Disability Income Benefit ceases on the earliest of:

- the date you cease to be Permanently Totally Disabled;
- the date the amount of [Optional] Accidental Death and Dismemberment Benefit has been exhausted;
- the date all Permanent Total Disability Benefits have been paid:
- the date you fail to furnish any required Proof that you continue to be Permanently Totally Disabled;
- the date you fail to submit to any required Examinations;
- [any period you are not under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition;]
- [the date you retire;]
- [the date you attain age [70];]
- the date you die.

[You are deemed to be retired when you receive any compensation from a retirement or pension plan of your Employer.]

For the purpose of this benefit, Permanent Total Disability or Permanently Totally Disabled means because of your Accidental Injury:

- you are unable to perform, and presumably will continue to be unable to perform for the duration of your life, the material and substantial duties of any occupation for which you are or become reasonably qualified for by education, training or experience [; or
- [you have suffered the entire and irrecoverable loss of your sight of both eyes; or]
- [you have suffered the irrecoverable use of both hands or both feet or of one hand and one foot].]

## [RECONSTRUCTIVE SURGERY BENEFIT

#### What is the Reconstructive Surgery Benefit?

We will pay a Reconstructive Surgery Benefit if [you satisfy, the Insured satisfies] all of the following conditions:

- [you suffer, the Insured suffers] an Accidental Injury while insured;
- a Physician determines that Reconstructive Surgery is necessary to remedy a condition that results from the same Accidental Injury; and
- the Reconstructive Surgery is performed within [90] days of that Accidental Injury.

The Reconstructive Surgery Benefit is [[\$3,000; the lesser of:]

- [[2%] of the [Basic] Accidental Dismemberment Benefit in force; or]
- [\$20,000].

The Reconstructive Surgery Benefit is payable once in a lump sum, regardless of the number of surgeries performed as a result of the same Accidental Injury.

## [REHABILITATIVE TRAINING BENEFIT

### What is the Rehabilitative Training Benefit?

If you receive an Accidental Dismemberment Benefit under the Policy, you are eligible to receive a Rehabilitative Training Benefit.

Rehabilitative Training means any occupational training which is required due to your Accidental Injury payable under the Policy.

## What is the amount payable for the Rehabilitative Training?

The Rehabilitative Training Benefit is [the lesser of:]

- [\$5,000][; or]
- [[50%] of the amount of [Basic] Accidental Dismemberment Benefit payable; or]
- [your actual Expense Incurred for Rehabilitative Training reduced by any amount you receive from other sources].

Expense Incurred means your actual out-of-pocket cost for:

- the Rehabilitative Training; and
- the materials necessary for the Rehabilitative Training.

The Rehabilitative Training expenses must be incurred within [2 years] following the date of the accident that caused your Accidental Injury. We must receive written proof of Expenses Incurred prior to payment of the Rehabilitative Training Benefit.]

#### [REPATRIATION BENEFIT

#### What is the Repatriation Benefit?

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

#### [SEAT BELT [/ AIR BAG] BENEFIT

#### What is the Seat Belt Benefit?

We will pay a Seat Belt Benefit if [your] [an Insured's] loss of life occurs as a result of an automobile accident and [you were] [the Insured was] wearing a seat belt at the time of the accident.

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

We must receive satisfactory written proof that [your] [the Insured's] death resulted from an automobile accident and that [you were] [the Insured was] wearing a seat belt at the time of the accident. A copy of the police report is required.

## [What is the Air Bag Benefit?

We pay an Air Bag Benefit if the Seat Belt Benefit is payable and [you were] [the Insured was] positioned in a seat protected by a Supplemental Restraint System which inflated on impact.

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

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

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

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

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

#### **[SKILLED HOME CARE BENEFIT**

#### What is the Skilled Home Care Benefit?

If, while insured, [you suffer, the Insured suffers] an Accidental Injury that causes [you, the Insured] to be confined at home for at least [5 days] after a hospital stay of at least [7 days], we will pay a monthly Skilled Home Care Benefit for Skilled Home Care services provided to [you, the Insured] within [12 months] from the date of the Accidental Injury.

The monthly Skilled Home Care Benefit payable is [the lesser of:]

- [[1%] of the amount of Accidental Death and Dismemberment Benefit in force; or]
- [\$3,000].

The Skilled Home Care Benefit will be paid at the end of each consecutive month following a period of home confinement of [5 days]. If a Skilled Home Care Benefit is payable for a period of home confinement of less than one month, a pro-rata amount will be payable equal to 1/30<sup>th</sup> of the monthly benefit payable for each day [you are, the Insured is] confined at home and receiving Skilled Home Care services.

The Skilled Home Care Benefit will cease on the earliest of:

- the date [you are, the Insured is] no longer confined at home and receiving Skilled Home Care services; or
- the date [3] monthly Skilled Home Care Benefit payments have been made.

[The aggregate amount payable for the Extended Care Facility Benefit, In-Hospital Care Benefit and Skilled Home Care Benefit attributable to the same Accidental Injury will not exceed 100% of the [Basic] Accidental Death and Dismemberment Benefit.]

No Skilled Home Care Benefit is payable for Skilled Home Care services provided by a person who is a Family Member.

#### **SURGICAL REATTACHMENT BENEFIT**

#### What is the Surgical Reattachment Benefit?

If [you have] [an Insured has] a limb severed and [an] [a] [Basic] Accidental Dismemberment Benefit would normally have been payable under the Policy, but [you have] [the Insured has] the limb surgically reattached, a Surgical Reattachment Benefit will be payable.

The Surgical Reattachment Benefit is [\$5,000] [[25%] of the [Basic] Accidental Death and Dismemberment Benefit shown in the Benefit Highlights or [\$5,000], whichever is less].

## What happens if the Surgical Reattachment fails?

If the surgical reattachment fails, or [you have] [the Insured has] complete loss of use of the limb within [365 days] of the reattachment, [you] [the Insured] will receive the balance of any [Basic] Accidental Dismemberment Benefit payable for that limb if Proof of the reattachment failure or loss of use is received by us.]

#### [WAIVER OF PREMIUM BENEFIT

## [What is the Waiver of Premium Benefit?

If you become [Permanently] Totally Disabled while insured, and your [Permanent] Total Disability is a result of an Accidental Injury received while insured, the Waiver of Premium Benefit may continue your [Basic] Accidental Death and Dismemberment Insurance without any further payment of premiums by you or your Employer.]

You are eligible if we receive Notice and Proof of Claim that you became [Permanently] Totally Disabled:

- while insured; and
- [[before] [on or after] your [60th] birthday; and]
- [before your [70th] birthday; and]
- before you retire; [and
- your Total Disability has continued for at least [9 months].]]

Notice of Claim is required no later than [12] months after you cease to be Actively at Work. Proof of Claim is required no later than [15] months after you cease to be Actively at Work. We may require periodic proof of the continuance of your [Permanent] Total Disability [at reasonable intervals, but not more often than [twice] a year after you have been continuously [Permanently] Totally Disabled for [two years].

We will continue the amount of your [Basic] Accidental Death and Dismemberment Insurance in force on the last day you were Actively at Work. This amount is subject to the same reductions or terminations that would have been applicable had you not become [Permanently] Totally Disabled. [If you have Dependent Accidental Death or Dismemberment Insurance, the premium will also be waived for that benefit.]

#### When does your Waiver of Premium end?

Your Waiver of Premium ceases on the earliest of:

the date you are no longer [Permanently] Totally Disabled;

the date you do not provide Proof that you continue to be [Permanently] Totally Disabled;

- the date you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition:
- the date you do not submit to an examination by a Physician of our choice;
- [the date you reach age [70]] [if your [Permanent] Total Disability began before you reached age [60]];
- [the first anniversary after your [Permanent] Total Disability began] [for [Permanent] Total Disabilities that begin on or after you reach age [60]] [; or
- [the date you retire.]
- the date you die.

For the purpose of this benefit, you are considered retired when you receive any compensation from a retirement or pension plan of your Employer, [or when you reach age [70], whichever is earlier.]

[For the purpose of this benefit, [Permanent] Total Disability or [Permanently] Totally Disabled means because of your Accidental Injury, you are unable to perform[, and presumably will continue to be unable to perform for the duration of your life,] the material and substantial duties of [your own] [any] occupation [for which you are or become reasonably qualified for by education, training or experience].]

[For the purpose of this benefit, Total Disability or Totally Disabled means because of your Accidental Injury, you are unable to perform the material and substantial duties of your own occupation. After [24]

months, you will continue to be Totally Disabled if you are unable to perform all of the material and substantial duties of any occupation [for which you are or become reasonably qualified for by education, training or experience].]

[If you receive Long Term Disability Income Benefits under a group insurance policy issued by us, you will be considered Totally Disabled for the purpose of this benefit.]

Your right to continued benefits pursuant to this Waiver of Premium Benefit is determined on the date [Permanent] Total Disability begins. This right is subject to the terms of the Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Benefit.]

## [8.] EXCLUSIONS

## What exclusions apply to the benefits payable?

No benefits will be payable for any loss that is the result of a Covered Accident that is due to or results from:

- committing or attempting to commit suicide, whether sane or insane; or
- injuring oneself intentionally; or
- bodily or mental infirmity or disease of any kind, or an infection unless due to an accidental cut or wound; or
- [war or an act of war, or any involvement in any period of any type of armed conflict (this does not include acts of terrorism);]
- [your] [an Insured's] active participation in a war (declared or undeclared)]
- [active military duty;]
- [your active Participation in a Riot, Rebellion or Insurrection;]
- [riding in or driving any motor-driven vehicle in a race, stunt show, speed test or while Intoxicated;]
- [operating, learning to operate, serving as a crew member of, jumping or falling from any aircraft, including those which are not motor-driven. This does not include:
  - 1) flying as a fare paying passenger in a scheduled or chartered flight operated by a commercial airline:
  - 2) [flying as a passenger with no duties on board an aircraft operated by a private business to transport its personnel or quests;]
  - 3) [flying in your Employer's corporate aircraft as a passenger or crew member;] or
  - 4) [flying in a life-saving medevac or similar medical air transport service];]
- [engaging in hang-gliding, bungee jumping, parachuting, sail gliding, parasailing, parakiting or any similar activities;]
- [injuries sustained from any aviation activities, other than riding as a fare paying passenger;]
- [participating in or practicing for any semi-professional or professional competitive athletic contest in which any compensation is received;]
- [committing of or attempting to commit an assault, felony or other criminal act;]
- [voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician and used as directed;]
- [improper or illegal use of inhalants or huffing;]
- [a Sickness or infection including physical or mental condition which is not caused solely by or as a direct result of a Covered Accident;]
- [An Injury arising out of or in the course of any work for pay or profit.]

## [9.] CLAIM PROVISIONS

#### How is a claim submitted?

To submit a claim, you or someone on your behalf must send us written Notice and Proof of claim 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 no later than [90 days] after the Insured's date of loss.

[For the Accidental Death Benefit, written notice of claim must be given to us no later than [30 days] after date of death.]

[For the Waiver of Premium Benefit, written notice of claim must be given to us no later than [12 months] after the Employee ceases to be Actively at Work.]

[For the Permanent Total Disability Income Benefit, written notice of claim must be given to us no later than [12 months] after the Employee ceases to be Actively at Work.]

[For [the Accidental Dismemberment Benefit and] all other claims, written notice of claim must be given to us no later than [12 months] after [your] [the Insured's] date of loss[,or within [12 months] after the date the expense is incurred]. ]

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

#### **CLAIM FORMS**

When we receive written notice of claim, we will send the forms for Proof of claim. If the forms are not received within [15 days] after written notice of claim is sent, Proof of claim may be sent to us without waiting to receive the Proof of claim forms.

#### PROOF OF CLAIM

When does written Proof of claim have to be submitted? Proof of claim must be given to us no later than [180] days after the Insured's date of loss.

[For the Accidental Death Benefit, written notice of claim must be given to us no later than [90 days] after date of death.]

[For the Waiver of Premium Benefit, written notice of claim must be given to us no later than [15 months] after the Employee ceases to be Actively at Work.]

[For the Permanent Total Disability Income Benefit, written notice of claim must be given to us no later than [15 months] after the Employee ceases to be Actively at Work.]

[For [the Accidental Dismemberment Benefit, written notice of claim must be given to us no later than [12 months] after [your] [the Insured's] date of loss.]

[For all other claims, proof of claim must be given to us no later than [15 months] after the date of loss or within [15 months] after the date the expense was incurred. ]

If Proof cannot be given within the time limit, Proof must be given as soon as reasonable possible. Proof of claim may not be given later than one year after the time Proof is otherwise required unless you are legally incompetent.

#### What is considered Proof of claim?

Proof of claim must consist of at least the following information:

- a description of the loss [disability] [or expense];
- the date the loss [disability] [or expense] occurred;
- the cause of the loss[disability] [or expense];
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the Treatment of the Injury;
- [police accident reports].

We may require as part of the Proof, authorizations to obtain medical and non-medical information. Proof must be satisfactory to us.

#### **PAYMENT OF BENEFITS**

#### When are benefits payable?

Benefits are payable immediately upon our receipt of satisfactory Proof of claim that establishes benefit eligibility according to the provisions of the Policy.

#### When will a decision on your claim be made?

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

- the standards on which entitlement to benefits is based:
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have [45 days] to provide the specified information.

#### What if your claim is denied?

If we deny all or any part of your claim, you will receive a written notice of denial setting forth: the specific reason(s) for the denial;

- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- [your right to bring a civil action under ERISA, §502(a) following an adverse determination on review.]
- 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 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 you 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.

We will review the claim on receipt of the written request for review, and will notify you of our 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, we will notify you in writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of [45 days] from the end of the initial 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 we send 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 your claim is denied on review?

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

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- [your right to bring a civil action under ERISA, §502(a);]
- 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;
- 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
- 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.

## To whom are benefits payable?

Benefits payable for loss of life will be payable in accordance with the beneficiary designation [(other than your Employer)]. Unless you otherwise specify, if more than one beneficiary survives you, all surviving beneficiaries will share equally. [If there is no beneficiary designation, the benefit will be payable to your estate.] [The beneficiary designation must be in writing, signed by you and in a form acceptable to us. If no beneficiary is alive on the date of your death or you do not elect a beneficiary, we, at our option, may make payments as follows:

- to your spouse, if living; or
- if there is no surviving spouse, to your surviving children in equal shares; or
- [if there is no surviving spouse or children, to your surviving parents in equal shares; or]
- [if there is no surviving spouse, children or parents, to your surviving brothers and sisters in equal shares; or]
- [if there is no surviving spouse, children, parents, brothers or sisters, to your surviving grandparents in equal shares; or]
- [if none of the above, to your estate.]

For other benefits, we will pay you if your Proof of claim is satisfactory to us, except in the following situations:

1. 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;

- 2. Due to physical or mental incapacity, you cannot, in our judgment, give us a valid receipt for payments. In such case, claim may be made as described in item 1; or
- 3. 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 to such person or persons.

[If a benefit is payable to your estate, if you are a minor, or you are not competent, we have the right to pay an amount of the benefit up to [\$5,000] to any of your relatives that we consider entitled. If we pay benefits in good faith to a relative, we will not have to pay those benefits again.

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

[If we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either or both Methods A or B below. Any decision to pay any benefits, prior to the appropriate person designated in items [1, 2, or 3 above], is solely at our discretion, and 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 [\$5,000] to any individual or entity we determine 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 lawful spouse, up to a cumulative amount of [\$5,000]; or
- if you have no lawful spouse, up to a cumulative amount of [\$5,000] to any one or more of the following relatives in the following order of priority:
  - 1. your child or children; or
  - 2. your mother or father.]

## [[10.] INSURANCE CONTINUATION

#### [Are there any conditions under which [your Employer] can continue your insurance?

[While the Policy is in force and subject to the conditions stated in the Policy, [your Employer] may continue your insurance by paying the required premium to us for any of the following reasons and durations:

- [Layoff for up to [3 months];
- [Leave of Absence for up to [6 months];

You should contact your Employer for more details.]

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

[While the Policy is in force, 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.]

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

You may elect to continue your insurance [for up to [60 months]] if:

- [your insurance ends because you are no longer in an Eligible Class;] [or]
- [your insurance ends because your class is no longer included for insurance;] [or]
- [your [employment] terminates [for reasons other than leave of absence, labor strike, retirement, sickness or injury];] [and]
- [you have been Insured under the Policy for at least [36 consecutive months];] [and]
- the Policy is still in force; [and]
- [you reside in the United States [or Canada]; [and]]
- [you have not exercised your right to continue your insurance under a similar certificate issued by us;]
   [and]
- [you have not suffered an injury or sickness that results in a life expectancy of less than [12 months];] [and]
- [your insurance is not being continued under the Waiver of Premium Benefit;] [and]
- [you continue your [Basic] Life Insurance under Group Certificate No. [12345];] [and]
- [you are under age [70] at the time your [insurance] terminates].

## When must you apply to continue insurance after your [insurance] terminates?

You must complete an application for continuation of insurance and send it to us with payment of the first premium within [31 days] of the date your [insurance] terminates. The application for continuation of insurance [and applicable rates] are available from [your Employer].

#### What is the amount of insurance you can continue after your [insurance] terminates?

You may apply to continue insurance in an amount up to [100%] of [each Insured's] amount of insurance in force under the Policy on the date your [insurance] terminates to a maximum of [\$500,000].

[If you continue your [Basic] Accidental Death and Dismemberment insurance and you also continue any [Life Insurance] that ceased due to your termination of employment, then the total combined amount of continued insurance can not exceed [\$1,000,000]. For purposes of determining this limit, we include the amount of any [Life Insurance] you elect to continue under Group Certificate No. [12345].]

## When does your continuation of insurance start?

After your [insurance] terminates, your continuation of insurance will start on later of the following:

- the date we approve your application for continuation of insurance; and
- the date we receive your first premium payment for continuation of insurance.

#### When does your continuation of insurance end?

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

- the date the Policy terminates;
- the last day for which any required premium has been paid for your continuance of insurance;
- the date you request in writing to end your continuance of insurance;
- [[60 months] from the date the continuation of insurance starts;]
- [the date you attain age [70];]
- [the date you reside outside the United States [or Canada];]
- the date you die; or]
- [the date you become insured again under the Policy.]

## [When does your Spouse's continuation of insurance end?

Continuation of insurance for your Spouse will end on the earliest of the following to occur:

- the date the Policy terminates;
- the last day for which any required premium has been paid for [your continuation of insurance or] your Spouse's continuation of insurance;
- [the date you are no longer insured for continuation of insurance under the Policy;]
- the date you request in writing to end your Spouse's continuation of insurance;
- [[60 months] from the date the continuation of insurance starts];
- [the date your Spouse attains age [70];]
- the date your Spouse no longer meets the definition of Spouse as described in this Certificate[; or]
- [the date your Spouse dies].]

## When does your Dependent Children continuation of insurance end?

Your Dependent Children's continuation of insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the last day for which any required premium has been paid for your continuation of insurance [or your Spouse's continuation of insurance, if you are not insured] or your Dependent Children's continuation;
- [the date [you or your Spouse are] no longer insured for continuation of insurance under the Policy;]
- the date you request in writing to end your Dependent Children's continuation of insurance;
- the date your Dependent Child no longer meets the definition of a Dependent Child as described in this Certificate, but only with respect to that person[; or]
- [the date your Dependent Child dies].]

## [[11.] PORTABILITY

## What is portable insurance and when are you eligible?

Portable insurance is an optional benefit that you may elect to continue your insurance for [each Insured] [for up to [60 months]] if:

[your insurance ends because you are no longer in an Eligible Class;] [or]

- [your insurance ends because your class is no longer included for insurance;] [or]
- [your insurance ends because you terminate employment [for reasons other than leave of absence, labor strike, retirement, sickness or injury];] [and]
- [you have been validly insured under the Policy for at least [36 consecutive months];] [and]
- the Policy is still in force; [and]
- [you reside in the United States [or Canada]; [and]]
- [you have not exercised your portable insurance right under a similar certificate issued by us;] [and]
- [you have not suffered an injury or sickness that results in a life expectancy of less than [12 months];
   [and]
- [your insurance is not being continued under the Waiver of Premium Benefit;] [and]
- [you port your [Basic] Life Insurance under Group Certificate No. [12345];] [and]
- [you are under age [70 at the time [insurance] terminates].

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy.

#### When must you apply for portable insurance?

You must complete an application for portable insurance and send it to us with payment of the first premium within [31 days] of the date your [insurance] terminates. The application for portable insurance [and applicable rates] are available from [your Employer].

## What is the amount of portable insurance?

You may apply for portable insurance in an amount up to [100%] of [each Insured's] amount of insurance in force under the Policy on the date your [insurance] terminates to a maximum of [\$500,000].

[If you port your [Basic] Accidental Death and Dismemberment insurance and any [Life Insurance] that ceased due to your termination of employment, then the total combined amount of portable coverage you may elect can not exceed [\$1,000,000]. For purposes of determining this limit, we include the amount of any [Life Insurance] you elect to port under Group Certificate No. [12345].]

#### When does your portable insurance start?

After your [insurance] terminates, your portable insurance will start on the later of the following:

- the date we approve your application for portable insurance; or
- the date we receive your first premium payment for portable insurance. ]

#### [When is portable insurance available to your Spouse and when is your Spouse eligible?

Portable insurance is available for your Spouse [for up to [60 months]] if all of the following requirements are met:

- you [die] [or Divorce your Spouse];]
- [you have been Insured under the Policy for at least [36 consecutive months];]
- the Policy is still in force;
- your Spouse resides in the United States [or Canada]; and
- [your Spouse is under age [70] [at the time of your [death] [or Divorce]]].

Your Spouse's portable insurance will be provided under an insurance policy we make available for this purpose. Their portable insurance may not be identical to your current insurance under the Policy.

## When must your Spouse apply for portable insurance?

Your Spouse must complete an application for portable insurance and send it to us with payment of the first premium within [31 days] of the date of your [death] [or Divorce]. The application for portable insurance [and applicable rates] are available from [your Employer].

#### What is the amount of your Spouse's portable insurance?

Your Spouse may apply for portable insurance in an amount up to [100%] of the amount of [Spouse Insurance] [and Dependent Children Insurance] in force under the Policy on the date of your [death] [or Divorce].

[Your Spouse may not apply for portable insurance for a Dependent Child whose insurance has not terminated under the Policy due to Divorce.]

#### When does your Spouse's portable insurance start?

After your [Death] [or Divorce], your Spouse's portable insurance will start on the later of the following:

- the date we approve your Spouse's application for portable insurance; or
- the date we receive your Spouse's first premium payment for portable insurance.]

13-ADD-C-01 [44]

## [[12.] CONTINUITY OF COVERAGE

What happens if [your Employer] replaces other insurance with this Certificate and the Policy? If [your Employer] replaces insurance provided by another insurance company ("Previous Plan") with the insurance provided by this Certificate and the Policy ("This Plan"), Continuity of Coverage benefits as stated in this Section may be available to you. These benefits will be available as long as the insurance and level of benefits under the Previous Plan were substantially similar to the insurance provided by this Plan.

## What if you are not [Actively at Work] when [your Employer] replaces your Previous Plan with This Plan?

You will be covered under This Plan if you are not [Actively at Work] on [September 1, 2013] if:

- you were insured under the Previous Plan on the day before [the Policy Effective Date];
- you are a member of an Eligible Class;
- premiums for you are paid up to date; and
- you are not receiving or eligible to receive benefits under the Previous Plan.

If you sustain Injuries that result from a Covered Accident Benefit as defined in the Covered Accident Benefit section of This Plan, and were never [Actively at Work] while covered under This Plan, any benefit payable will be the lesser of:

- the benefit payable under This Plan; or
- the benefit payable under the Previous Plan.

# [Does the Eligibility Waiting Period apply when [your Employer] replaces your Previous Plan with This Plan?

We will apply any period of time satisfied under the Previous Plan to meet the requirements of the Eligibility Waiting Period toward the satisfaction of the period of time required by This Plan's Eligibility Waiting Period.]

## [13.] GENERAL PROVISIONS

#### **ALTERATION**

#### Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate 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 benefits 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 by giving us written notice. The beneficiary's consent is not required for this or any other change in this Certificate, unless the designation of the beneficiary is irrevocable.

#### **CLERICAL ERROR**

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

Clerical errors in connection with 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 results in [an employee]:

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits; or
- [failing to exercise any available continuation or portability options].

#### **CONFORMITY WITH LAW**

#### What is the effect of Conformity with Law?

Any provision in this Policy that is in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

#### **DISCHARGE OF OUR RESPONSIBILITY**

### What is the effect of payments under the Policy?

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

#### **EXAMINATION AND AUTOPSY**

#### What are our examination and autopsy rights?

We, at our own expense, have the right to have any person whose claim is pending or ongoing be:

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

This right may be used as often as reasonably required.

We, at our own expense, may have an autopsy made unless prohibited by law.

#### **INCONTESTABILITY**

#### What is the Incontestability Provision?

Except for non-payment of premium, fraud or any claims incurred within two years of the effective date of an Insured's initial, increased, additional or reinstated insurance, no statement made by any Insured relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during that individual's lifetime. The statement must be contained in a form signed by that individual.

This provision shall not preclude the assertion at any time of a defense to a claim based upon the Insured's eligibility for insurance.

#### [INSURER'S AUTHORITY

#### What is our authority?

We have discretionary authority to make all final determinations regarding claims for benefits. This discretionary authority includes, but is not limited to, the determination of eligibility for benefits, based upon enrollment information provided by the Policyholder, and the amount of any benefits due, and to construe the terms of the Policy.

Any decision made by us in the exercise of this authority, including review of denials of benefit, is conclusive and binding on all parties. Any court reviewing our determinations shall uphold such determination unless the claimant proves that our determinations are arbitrary and capricious.]

### **LEGAL PROCEEDINGS**

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

No legal action may start:

- prior to the expiration of 60 days and after written Proof of loss has been given; nor
- after the expiration of [3 years] after the time written Proof of loss is required.

#### 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.

#### **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.

#### **NOTICE**

#### How are required notices provided?

Any obligation we may have to give written notice will be satisfied by sending such notice to the last known address of the person or institution entitled to such notice.

#### 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 all Policy requirements must be satisfied.

## 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 it is contained in your written application, signed by you, and a copy of your written application for insurance is or has been given to you, your beneficiary, if any, or to your estate representative.

## **SUN LIFE ASSURANCE COMPANY OF CANADA**

**Group Accident Insurance Certificate** 

**Non-Participating** 



## SUN LIFE ASSURANCE COMPANY OF CANADA

## RATE INFORMATION ENDORSEMENT

This endorsement is part of the Group Policy to which it attaches and is effective on [October 1, 2012]. It is part of, and subject to, the other terms and conditions of the Group Policy. If the terms of this endorsement and the Group Policy conflict, then this endorsement's provisions will control.

#### **Initial Premium Rates**

The initial premium rates for the insurance benefits are shown below.

## [Critical Illness Benefits]

## [Employee Insurance:

Employee's Age	Monthly Rate per	\$1,000 of Insurance
	Smoker	Non-Smoker
Less than age 25	[\$xx.xx	[\$xx.xx
25-29	\$xx.xx	\$xx.xx
30-34	\$xx.xx	\$xx.xx
35-39	\$xx.xx	\$xx.xx
40-44	\$xx.xx	\$xx.xx
45-49	\$xx.xx	\$xx.xx
50-54	\$xx.xx	\$xx.xx
55-59	\$xx.xx	\$xx.xx
60-64	\$xx.xx	\$xx.xx
65-69	\$xx.xx	\$xx.xx
70-74	\$xx.xx	\$xx.xx
75-79	\$xx.xx	\$xx.xx
80 and over]	\$xx.xx]	\$xx.xx]]

## [Employee Insurance:

Employee's Age	Monthly Rate per \$1,000 of Insurance
[Less than age 25	[\$xx.xx
25-29	\$xx.xx
30-34	\$xx.xx
35-39	\$xx.xx
40-44	\$xx.xx
45-49	\$xx.xx
50-54	\$xx.xx
55-59	\$xx.xx
60-64	\$xx.xx
65-69	\$xx.xx
70-74	\$xx.xx
75-79	\$xx.xx
80 and over]	\$xx.xx] ]

[Employee Insurance: Monthly rate of \$xx.xx per \$1,000 of insurance.]

## [Spouse Insurance:

12-GP-E-01 1

Spouse's Age	Monthly Rate per \$1,000 of Insurance		
	Smoker	Non-Smoker	
[Less than age 25	[\$xx.xx	[\$xx.xx	
25-29	\$xx.xx	\$xx.xx	
30-34	\$xx.xx	\$xx.xx	
35-39	\$xx.xx	\$xx.xx	
40-44	\$xx.xx	\$xx.xx	
45-49	\$xx.xx	\$xx.xx	
50-54	\$xx.xx	\$xx.xx	
55-59	\$xx.xx	\$xx.xx	
60-64	\$xx.xx	\$xx.xx	
65-69	\$xx.xx	\$xx.xx	
70-74	\$xx.xx	\$xx.xx	
75-79	\$xx.xx	\$xx.xx	
80 and over]	\$xx.xx]	\$xx.xx] ]	

## [Spouse Insurance:

Spouse's Age	Monthly Rate per \$1,000 of Insurance
[Less than age 25	[\$xx.xx
25-29	\$xx.xx
30-34	\$xx.xx
35-39	\$xx.xx
40-44	\$xx.xx
45-49	\$xx.xx
50-54	\$xx.xx
55-59	\$xx.xx
60-64	\$xx.xx
65-69	\$xx.xx
70-74	\$xx.xx
75-79	\$xx.xx
80 and over]	\$xx.xx] ]

[Spouse Insurance: Monthly rate of [\$xx.xx] per \$1,000 of insurance.]

[Dependent Children Insurance: Monthly rate of [\$xx.xx] per \$1,000 of insurance.]

Dean A. Connor

President and Chief Executive Officer]

SERFF Tracking #: SNLF-129321949 State Tracking #: Company Tracking #: AD&D REWRITE 2013 - RATES

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death & Dismemberment

**Product Name:** Group AD&D

**Project Name/Number:** AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

## Rate/Rule Schedule

Item No.	Schedule Item Status	Document Name	Affected Form Numbers (Separated with commas)	Rate Action	Rate Action Information	Attachments
1		Actuarial Memorandum	13-ADD-C-01	New		ActMemoSLOC_AD&D _COI_2013_DC.pdf,
2		Rate Manual	13-ADD-C-01	New		SLOCApr09sectO.pdf,
3		Table III	13-ADD-01	New		SLOCApr09sectQ.pdf, SLOCApr12sectO.pdf, SLOCApr12sectQ.pdf,

# Actuarial Memorandum Group AD&D Benefits Sun Life Assurance Company of Canada

## **Scope and Purpose of Filing**

The purpose of this actuarial memo is to provide rates for our group Accidental Death & Dismemberment (AD&D) product will be used with form 13-ADD-C-01.

The group Accidental Death and Dismemberment (AD&D) rates are contained in Section O of the Sun Life Assurance Company of Canada rate manual. This filing is not intended to be used for other purposes.

## **Benefit Description**

Group life policies provide for the payment of life insurance proceeds in the event of death of insured employees or their covered dependents. Group Life insurance may be written with supplementary AD&D insurance, which provides for the payment of additional benefits in the event of accidental death or dismemberment. (AD&D is an extra coverage that is incidental to the life insurance. AD&D is never written without underlying life insurance). The insurance is generally one-year renewable term insurance, although we also offer rate guarantees of two or three years.

In addition to the underlying AD&D benefit riders which provide additional benefits may be added at additional cost.

## **Marketing Method**

The product is marketed to employer-employee groups throughout the U.S. by full-time group sales representatives employed by Sun Life (U.S.).

## **Manual Rates and Underwriting**

Section O of the rate manual on file covers all of the mechanics for calculating group AD&D rates. The rates are made up of base claim rates, as well as several adjustment factors to reflect characteristics of the group or plan design that affect the costs of the coverage. The manual rates account for mortality, persistency, expenses, investment income, and risk.

## **Renewability Clause**

This coverage is term insurance and is optionally renewable. It is generally sold with rate guarantees of two or three years.

## Morbidity

No morbidity assumption is used in the pricing of AD&D. The claim rates that were developed are total rates that reflect both death and dismemberment claims, and no attempt was made to separate them.

Assumptions affecting morbidity incidence reflected in the riders are derived from the following sources

- Bureau of Labor Statistics
- National Law Enforcement Officers Memorial Fund.
- National Hospital Ambulatory Medical Care Survey: 2008 Emergency Department Summary Tables
- H-CUP Statistical Brief #18 Frequency & Costs of Hospital Admissions for Injury, 2004
- HCUPnet on-line query system based on data from the Healthcare Cost and Utilization Project (HCUP).
- U.S. Census Bureau, Statistical Abstract of the United States: 2012
- National Safety Council® Injury Fact® 2008 Edition
- Agency for Healthcare Research and Quality
- Bureau of Justice Statistics Crime Data Brief July 2004, NCJ 205123
- United States Department of Transportation Federal Highway Administration
- National Hospital Discharge Survey: 2007 Summary
- Milliman Health Cost Guidelines Commercial Rating Structures July 2006
- U.S. Census Bureau, American Community Survey, 2007
- American Burn Association, National Burn Repository® 2011 Report
- American Society of Plastic Surgeons
- Centers for Disease Control and Prevention
- U.S. Department of Health and Human Services

## **Mortality**

We used our company's own AD&D claim experience to develop our base claim rates by age and gender. For setting the expected mortality incidence rates of the extra benefit features, we primarily used accident statistics for the U.S. population published by the National Safety Council.

## **Persistency**

Not applicable.

## **Expenses**

The expense ratio equals 100% minus the anticipated loss ratio (100 - 67.9) or 32.1%. The retention components break down as follows:

<u>Item</u>	<u>Percentage</u>
Commission and Field Compensation	11.0%
Taxes and Fees	2.0%
Administrative Expenses	14.1%
Profit/Risk Charge	<u>5.0%</u>
Total	32.1%

## **Trend Assumptions**

AD&D insurance does not use a trend assumption since claim rates are not impacted by price inflation.

## **Interest Rate Assumptions**

There is no interest assumption used in developing group AD&D rates due to the short claim reporting lag.

## Minimum Required Loss ratio for the Form

AD&D rates are subject to a 50% minimum loss ratio.

## **Anticipated Loss Ratios**

Anticipated loss ratios are based on the retention charges described in the attached pricing manual pages. Based on our distribution of business, the anticipated loss ratio is 67.9%.

#### **Premium Basis**

Group AD&D Premium rates are monthly rates per \$1000 of insurance.

#### **Premium Basis**

Group AD&D Premium rates are monthly rates per \$1000 of insurance.

## **Issue Age Limits**

There are no issue age limits. All active employees of the group are eligible to be covered for AD&D insurance

## **Claim Liability and Reserves**

We use our company's own claim lag data to set incurred-but-not-reported reserve factors.

## **Actuarial Certification**

I certify that to the best of my knowledge and judgment, this rate filing is in compliance with the applicable laws of your state and the rules of the Department of Insurance, and that the proposed premiums are reasonable in relation to the benefits provided. I also certify that the rates are not excessive, inadequate, or unfairly discriminatory. This certification conforms with Actuarial Standard of Practice No. 8 as adopted by the Actuarial Standards Board of the American Academy of Actuaries.

Robert M. Talaga, F.S.A., M.A.A.A.

**Actuarial Director** 

## ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) BENEFIT

	Page
Instructions for Calculation of Rates	0.2 - 0.4
Table I - Unadjusted Claim Rates	0.5
Table II - Industry Factors	0.6 - 0.9
Table III - Expected Incidence Rates for Extra Benefit Features	0.10
Table IV - Retention Percentages	0.11

#### Instructions for Calculation of Premium Rates

The following outlines the steps involved in calculating premium rates.

#### 1. Volumes

The AD&D rate computation sums the volume of insurance at each age for males and females, for all insureds.

#### 2. Total Unadjusted Claim Rate

Expected claim costs are calculated at each age, for each gender, by multiplying the volume of insurance by the appropriate claim rate from Table I (page 0.5). The sum of these age/gender cost amounts, divided by the total volume of insurance, is the Total Unadjusted Claim Rate.

If dependent children are to be covered, the Total Unadjusted Claim Rate for them is equal to \$.02 per \$1000 of insurance per month.

#### 3. Industry Factor

The industry factor is used to recognize variations in claim rates by industry. The industry factors for employees are listed by SIC code in Table II (pages 0.6-0.9). The industry factor for dependent spouses and children is always 1.0.

#### 4. Product Factor

This factor will generally be equal to 1.00. It is used to make aggregate adjustments to our overall rate levels for AD&D. This factor will be the same for all cases, and will change rarely. It is anticipated that if future studies of our aggregate AD&D experience show either improved mortality rates or worse mortality rates than what is reflected in the current rate structure, then this factor may be changed to either slightly more or slightly less than 1.00.

#### 5. Miscellaneous Factor

This factor is used to make certain adjustments to the expected claim rate. Such adjustments will be made when there are risk factors present in the group, for which there aren't already adjustments in our rate structure, which would cause the expected claim rate for the group to be higher or lower than average. For example, if coverage is for a group of all white-collar employees that are in an industry that normally includes blue-collar workers as well, so that the Industry factor is greater than 1.0, we will use a Miscellaneous Factor less than 1.0 in order to appropriately reflect the impact of occupation type on expected accidental death rates.

## 6. Cost of Extra Benefit Features

There are several benefit features that, if included in the policy, require an add-on to the premium rate. For each feature, the rate add-on is calculated according to the following formula:

Rate Add-on = Expected Amount of Additional Benefits Payable

- / Average AD&D Coverage Amount
- x Expected Incidence Rate for the feature

The Expected Amount of Additional Benefits Payable for any given feature is the lesser of:

- a) the stated benefit percentage for that feature multiplied by the Average AD&D Coverage Amount
- b) the stated benefit maximum for that feature.

For the Premium Waiver Feature, the Expected Amount of Additional Benefits is equal to 19.9% of the amount of insurance, which represents the actuarial present value of the future benefit payout as a percent of the insurance.

The Average AD&D Coverage Amount is equal to the total volume of insurance divided by the number of lives covered.

The Expected Incidence Rate for the various benefit features are shown in Table III (page 0.10).

#### 7. Indemnity Load

If the amount of AD&D coverage for employees is equal to the amount of Life Insurance coverage provided, then AD&D coverage is referred to as Double Indemnity. If the amount of AD&D coverage is twice as much as the amount of Life Insurance coverage, then AD&D coverage is referred to as Triple Indemnity. There is no additional rate load for Double Indemnity, which is the standard type of AD&D. The rate load for Triple Indemnity is .005, in order to reflect extra risk potential (i.e. claim volatility risk and antiselection risk).

#### 8. Total Claim Rate

The Total Claim Rate is calculated as follows:

Total Claim Rate = ( Total Unadjusted Claim Rate x Industry Factor

- x Product Factor x Miscellaneous Factor )
- + Total Cost of Extra Benefit Features
- + Indemnity Load

#### 9. After Retention Rate

The Retention Factor is determined from Table IV (page 0.11), based on expected monthly claim cost for all combined life coverages. This factor loads the claim rate for expenses and risk. The Retention Factors decrease as case size increases, due to lower loads for fixed expenses. The After Retention Rate is calculated as follows:

After Retention Rate = Total Claim Rate / (1 - Retention Factor)

#### 10. Annualized After Retention Cost

The Annualized After Retention Cost is calculated as follows:

AARC =  $12 \times (After Retention Rate \times (Total Volume / 1000))$ 

#### 11. Commission and Premium Tax

Commission and Premium taxes are calculated directly from the commission schedule and state premium tax. For each break point in the commission scale, calculate the maximum commission and premium tax that would be paid through that level of the scale. Determine the Maximum After Retention Breakpoint (MaxARBP) that would apply to this level of the scale as follows:

MaxARBP = Commission Breakpoint - Maximum Commission - Maximum Prem Tax.

As an example if the commission scale paid 10% on the first \$5000 and 8% on the next \$10,000 and the premium tax rate is 2% then for the first breakpoint the Maximum Commission would be  $5000 \times .10 = 500$  and the Premium Tax would be  $5000 \times .02 = 100$  for a total of \$600. Thus the MaxARBP = 5,000 - 600 = 4,400. For the second breakpoint the maximum commission would be  $(5000 \times .10)$  for the first 5,000 plus  $(10,000 \times .08)$  for the second 10,000 = 600 + 800 = 1,400. Since the premium tax rate is flat, the total premium tax through the second breakpoint is  $.02 \times 15,000 = 300$ . The MaxARBP through the second breakpoint would then equal 15,000 - 1,400 - 300 = 13,300.

Determine the largest MaxARBP less than or equal to the AARC (LMARBP). Example from above: if the AARC = 4,000 then the LMARBP = 0 since 4,000 is less than the 4,400 breakpoint. If the AARC = 12,000 then the LMARBP = 4,400 since 4,400 < 12,000 < 13,300.

Commission and Premium Tax (C&PT) is calculated as follows:

C&PT = (Commission and Prem Tax for the LMARBP) + ((AARC - LMARBP) / (1 - commission rate - tax rate for the first commission tier applicable above the LBP)) - (AARC - LMARBP)

```
Example: AARC = 12,000,
    LMARBP then = 4,400
    Commission and Prem Tax = 600
    Commission Rate for next tier = .08
    Premium Tax Rate = .02
    C&PT = 600 + ((12,000 - 4,400)/ (1-.08-.02)) - (12,000 - 4,400)
        = 600 + (7,600 / .90) - 7,600
        = 600 + 8,444.44 - 7,600
        = 1,444.44
```

#### 12. Total Premium Rate

```
The Total Premium Rate is calculated as follows:

Total Premium Rate = (AARC + C&PT) / (12 x (Total Volume /1000))
```

## VOLUNTARY ACCIDENTAL DEATH & DISMEMBERMENT (VAD&D) BENEFIT

	Page
Instructions for Calculation of Rates	Q.2 - Q.4
Table I - Unadjusted Claim Rates	Q.5
Table II - Industry Factors	Q.6 - Q.9
Table III - Expected Incidence Rates for Extra Benefit Features	Q.10
Table IV - Retention Percentages	Q.11

#### Instructions for Calculation of Premium Rates

The following outlines the steps involved in calculating premium rates.

#### 1. Volumes

The VAD&D rate computation sums the volume of insurance at each age for males and females, for all insureds.

#### 2. Total Unadjusted Claim Rate

Expected claim costs are calculated at each age, for each gender, by multiplying the volume of insurance by the appropriate claim rate from Table I (page Q.5). The sum of these age/gender cost amounts, divided by the total volume of insurance, is the Total Unadjusted Claim Rate.

If dependent children are to be covered, the Total Unadjusted Claim Rate for them is equal to \$.02 per \$1000 of insurance per month.

#### 3. Industry Factor

The industry factor is used to recognize variations in claim rates by industry. The industry factors for employees are listed by SIC code in Table II (pages 0.6-0.9). The industry factor for dependent spouses and children is always 1.0.

#### 4. Product Factor

This factor will generally be equal to 1.00. It is used to make aggregate adjustments to our overall rate levels for VAD&D. This factor will be the same for all cases, and will change rarely. It is anticipated that if future studies of our aggregate VAD&D experience show either improved mortality rates or worse mortality rates than what is reflected in the current rate structure, then this factor may be changed to either slightly more or slightly less than 1.00.

#### 5. Miscellaneous Factor

This factor is used to make certain adjustments to the expected claim rate. Such adjustments will be made when there are risk factors present in the group, for which there aren't already adjustments in our rate structure, which would cause the expected claim rate for the group to be higher or lower than average. For example, if coverage is for a group of all white-collar employees that are in an industry that normally includes blue-collar workers as well, so that the Industry factor is greater than 1.0, we will use a Miscellaneous Factor less than 1.0 in order to appropriately reflect the impact of occupation type on expected accidental death rates.

## 6. Cost of Extra Benefit Features

There are several benefit features that, if included in the policy, require an add-on to the premium rate. For each feature, the rate add-on is calculated according to the following formula:

Rate Add-on = Expected Amount of Additional Benefits Payable

- / Average VAD&D Coverage Amount
- x Expected Incidence Rate for the feature

The Expected Amount of Additional Benefits Payable for any given feature is the lesser of:

- a) the stated benefit percentage for that feature multiplied by the Average VAD&D Coverage Amount
- b) the stated benefit maximum for that feature.

For the Premium Waiver Feature, the Expected Amount of Additional Benefits is equal to 19.9% of the amount of insurance, which represents the actuarial present value of the future benefit payout as a percent of the insurance.

The Average VAD&D Coverage Amount is equal to the total volume of insurance divided by the number of lives covered.

The Expected Incidence Rate for the various benefit features are shown in Table III (page Q.10).

#### 7. Indemnity Load

If the amount of VAD&D coverage for employees is equal to the amount of Life Insurance coverage provided, then VAD&D coverage is referred to as Double Indemnity. If the amount of VAD&D coverage is twice as much as the amount of Life Insurance coverage, then VAD&D coverage is referred to as Triple Indemnity. There is no additional rate load for Double Indemnity, which is the standard type of VAD&D. The rate load for Triple Indemnity is .005, in order to reflect extra risk potential (i.e. claim volatility risk and antiselection risk).

#### 8. Total Claim Rate

The Total Claim Rate is calculated as follows:

Total Claim Rate = ( Total Unadjusted Claim Rate x Industry Factor

- x Product Factor x Miscellaneous Factor )
- + Total Cost of Extra Benefit Features
- + Indemnity Load

#### 9. After Retention Rate

The Retention Factor is determined from Table IV (page Q.11), based on expected monthly claim cost for all combined life coverages. This factor loads the claim rate for expenses and risk. The Retention Factors decrease as case size increases, due to lower loads for fixed expenses. The After Retention Rate is calculated as follows:

After Retention Rate = Total Claim Rate / (1 - Retention Factor)

#### 10. Annualized After Retention Cost

The Annualized After Retention Cost is calculated as follows:  $AARC = 12 \times (After Retention Rate \times (Total Volume / 1000))$ 

#### 11. Commission and Premium Tax

Commission and Premium taxes are calculated directly from the commission schedule and state premium tax. For each break point in the commission scale, calculate the maximum commission and premium tax that would be paid through that level of the scale. Determine the Maximum After Retention Breakpoint (MaxARBP) that would apply to this level of the scale as follows:

MaxARBP = Commission Breakpoint - Maximum Commission - Maximum Prem Tax.

As an example if the commission scale paid 10% on the first \$5000 and 8% on the next \$10,000 and the premium tax rate is 2% then for the first breakpoint the Maximum Commission would be  $5000 \times .10 = 500$  and the Premium Tax would be  $5000 \times .02 = 100$  for a total of \$600. Thus the MaxARBP = 5,000 - 600 = 4,400. For the second breakpoint the maximum commission would be  $(5000 \times .10)$  for the first 5,000 plus  $(10,000 \times .08)$  for the second 10,000 = 600 + 800 = 1,400. Since the premium tax rate is flat, the total premium tax through the second breakpoint is  $.02 \times 15,000 = 300$ . The MaxARBP through the second breakpoint would then equal 15,000 - 1,400 - 300 = 13,300.

Determine the largest MaxARBP less than or equal to the AARC (LMARBP). Example from above: if the AARC = 4,000 then the LMARBP = 0 since 4,000 is less than the 4,400 breakpoint. If the AARC = 12,000 then the LMARBP = 4,400 since 4,400 < 12,000 < 13,300.

Commission and Premium Tax (C&PT) is calculated as follows:

C&PT = (Commission and Prem Tax for the LMARBP) + ((AARC - LMARBP) / (1 - commission rate - tax rate for the first commission tier applicable above the LBP)) - (AARC - LMARBP)

#### 12. Total Premium Rate

```
The Total Premium Rate is calculated as follows:

Total Premium Rate = (AARC + C&PT) / (12 x (Total Volume /1000))
```

Table III

EXPECTED INCIDENCE RATES FOR EXTRA BENEFIT FEATURES

# Monthly Incidence Rate per 1000 People Covered

Extra Benefit Feature	<u>Employee</u>	Spouse	Child
Surgical Reattachment	0.0008	0.0008	0.0008
Rehabitative Training	0.0029	N/A	N/A
Repatriation	0.0075	0.0075	0.0037
Felonious Assault	0.0013	N/A	N/A
Bereavement Counseling	0.0268	0.0268	0.0201
Helmet	0.0017	0.0017	0.0004
Business Travel	0.0018	N/A	N/A
Child Care	0.0816	0.0816	N/A
Common Accident	N/A	0.0013	N/A
Common Carrier	0.0042	0.0042	0.0018
Seat Belt	0.0100	0.0100	0.0071
Air Bag	0.0060	0.0060	0.0016
Dependent Education - Child Benefit	0.0341	N/A	N/A
Dependent Education - Spouse Benefit	0.0100	N/A	N/A
Family Travel	0.1048	0.1048	0.1534
Coma	0.0020	0.0020	N/A
Home/Vehicle Alteration	0.0029	0.0029	0.0029
PTD Income	0.0023	N/A	N/A
Premium Waiver	0.0037	N/A	N/A
Critical Burn	0.0070	0.0070	0.0070
Brain Damage	0.0070	0.0070	0.0050
COBRA Premium Expense	0.0051	0.0051	N/A
Home Health Care	0.0090	0.0090	0.0090
Parent Care	0.0004	0.0004	N/A
Reconstructive Surgery	0.0783	0.0783	0.0783
Occupational Hepatitis	0.0087	N/A	N/A
Occupational HIV	0.0025	N/A	N/A
Ambulance	0.0037	0.0037	0.0027
Car Jacking	0.0014	0.0014	0.0005
Burial/Cremation	0.0155	0.0155	0.0200
In-Hospital	0.0821	0.0821	0.0812
Scheduled Critical Burn	0.0016	0.0016	0.0016
Extended Care	0.0133	0.0133	0.0001
Emergency Room	0.0047	0.0047	0.0033

April 2012 O.10

Table III

EXPECTED INCIDENCE RATES FOR EXTRA BENEFIT FEATURES

# Monthly Incidence Rate per 1000 People Covered

Extra Benefit Feature	<u>Employee</u>	Spouse	Child
Surgical Reattachment	0.0008	0.0008	0.0008
Rehabitative Training	0.0029	N/A	N/A
Repatriation	0.0075	0.0075	0.0037
Felonious Assault	0.0013	N/A	N/A
Bereavement Counseling	0.0268	0.0268	0.0201
Helmet	0.0017	0.0017	0.0004
Business Travel	0.0018	N/A	N/A
Child Care	0.0816	0.0816	N/A
Common Accident	N/A	0.0013	N/A
Common Carrier	0.0042	0.0042	0.0018
Seat Belt	0.0100	0.0100	0.0071
Air Bag	0.0060	0.0060	0.0016
Dependent Education - Child Benefit	0.0341	N/A	N/A
Dependent Education - Spouse Benefit	0.0100	N/A	N/A
Family Travel	0.1048	0.1048	0.1534
Coma	0.0020	0.0020	N/A
Home/Vehicle Alteration	0.0029	0.0029	0.0029
PTD Income	0.0023	N/A	N/A
Premium Waiver	0.0037	N/A	N/A
Critical Burn	0.0070	0.0070	0.0070
Brain Damage	0.0070	0.0070	0.0050
COBRA Premium Expense	0.0051	0.0051	N/A
Skilled Home Care	0.0090	0.0090	0.0090
Parent Care	0.0004	0.0004	N/A
Reconstructive Surgery	0.0783	0.0783	0.0783
Occupational Hepatitis	0.0087	N/A	N/A
Occupational HIV	0.0025	N/A	N/A
Ambulance	0.0037	0.0037	0.0027
Car Jacking	0.0014	0.0014	0.0005
Burial/Cremation	0.0155	0.0155	0.0200
In-Hospital	0.0821	0.0821	0.0812
Scheduled Critical Burn	0.0016	0.0016	0.0016
Extended Care	0.0133	0.0133	0.0001
Emergency Room	0.0047	0.0047	0.0033

April 2012 Q.10

SERFF Tracking #: SNLF-129321949 State Tracking #: Company Tracking #: AD&D REWRITE 2013 - RATES

State: District of Columbia Filing Company: Sun Life Assurance Company of Canada

TOI/Sub-TOI: H03G Group Health - Accidental Death & Dismemberment/H03G.000 Health - Accidental Death & Dismemberment

**Product Name:** Group AD&D

Project Name/Number: AD&D Rewrite 2013 - Rats/AD&D REWRITE 2013 - Rates

## **Supporting Document Schedules**

Satisfied - Item:	Cover Letter All Filings
Comments:	
Attachment(s):	Cover Letter DC 12-9-13 RATES.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Certificate of Authority to File
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Actuarial Memorandum
Comments:	Please see Rate/Rule Schedule Tab
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Actuarial Justification
Comments:	Please see Actuarial Memorandum
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	District of Columbia and Countrywide Loss Ratio Analysis (P&C)
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

SERFF Tracking #:	SNLF-129321949	State Tracking #:		Company Tracking #:	AD&D REWRITE 2013 - RATES
State:	District of Colum	nbia	Filing Company:	Sun Life Assuranc	e Company of Canada
TOI/Sub-TOI:	H03G Group He	ealth - Accidental Death & Dismembe	rment/H03G.000 Health - Accidenta	I Death & Dismemberment	
Product Name:	Group AD&D				
Project Name/Number:	AD&D Rewrite	2013 - Rats/AD&D REWRITE 2013 -	Rates		
Bypassed - Item:	A	Actuarial Memorandum and Co	ertifications		
Bypass Reason:	1	N/A			
Attachment(s):					
Item Status:					
Status Date:					
Bypassed - Item:	l	Jnified Rate Review Template			
Bypass Reason:	1	N/A			
Attachment(s):					
Item Status:					

**Status Date:** 



Sun Life Assurance Company of Canada SC 4380 One Sun Life Executive Park Wellesley Hills, MA 02481

December 9, 2013

Sun Life Assurance Company of Canada NAIC # 549-80802 FEIN # 38-1082080 SERFF Tracking #: SNLF-129321949

Company Tracking #: AD&D ReWrite 2013 – RATES

RE: Rates Submitted for Approval

Dear Sir or Madam:

We submit for your approval the enclosed initial rates for use with our Group Disability product. The rates will be used with forms 13-ADD-C-01 and 12-GP-E-01 which have been filed separately under SERFF Tracking # SNLF-129274499; Company Tracking # AD&D ReWrite 2013.

The proposed rate effective date is upon approval of the forms. We are not required to file our rates in our domiciliary state of Michigan.

We also include the required actuarial information.

Please do not hesitate to contact me if you have any questions regarding this submission. Thank you for your attention to this matter.

Sincerely,

Pat Squillacioti

Sr Compliance Analyst

Pat Squillaciot