

SUN LIFE AND HEALTH INSURANCE COMPANY (U.S.)

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

Home Office:
201 Townsend Street, Suite 900
Lansing, MI 48933

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

Sun Life and Health Insurance Company (U.S.) certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number: 819927-003
Policy Effective Date: May 1, 2014
Policyholder: The New York State Public Employees Federation
Membership Benefits Program
Employer: The New York State Public Employees Federation
Membership Benefits Program or an entity that participates in
The New York State Public Employees Federation
Membership Benefits Program
Issue State: New York
Amendment Effective Date: April 1, 2021

THE CERTIFICATE IS AN ACCIDENT ONLY CERTIFICATE. THE CERTIFICATE DOES NOT PAY FOR 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 for the Company:



David J. Healy
President



Colleen L. Kallas
Assistant Vice President and
Senior Counsel and Secretary

Group Accident Insurance Certificate
Non-Participating



TABLE OF CONTENTS

	Page
Benefit Highlights	4
Employee Voluntary Accidental Death and Dismemberment Insurance.....	5
Eligibility and Effective Dates	6
Employee	6
Termination of Insurance	7
Employee	7
Benefit Provisions	8
Accidental Death and Dismemberment Insurance (AD&D)	8
Claim Provisions	11
Notice of Claim	11
Proof of Claim	11
Payment of Claims.....	11
Change in Beneficiary.....	13
General Provisions	14
General Provisions	14
Definitions	15
General	15

BENEFIT HIGHLIGHTS

ELIGIBLE CLASSES

All United States Public Employees Federation Administrative Staff, Management Staff or State Wide Union Officers working in the United States scheduled to work at least 10 hours bi-weekly.

All Regular Members, Permanent Hourly and Per Diem Employees working in the United States for an Employer who participates in the New York State Public Employees Federation Membership Benefit Program (Federation) and who are scheduled to work at least 10 hours bi-weekly.

Regular Member means any person who is employed by the State of New York in the Professional, Scientific or Technical Unit or comparable titles employed by the New York State Public Authorities, New York State Benefit Corporations, Political Subdivisions of the State of New York and not-for-profit charitable and for profit organizations which provide services to New York citizens by virtue of direct or indirect contractor relationships with the New York State, its Public Authorities, Public Benefit Organizations and/or Political Subdivisions or any duly elected officer of the Federation who has elected Regular Membership in the Federation.

WAITING PERIOD

None

BENEFIT HIGHLIGHTS
EMPLOYEE VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

CLASSIFICATION

All Eligible Employees

AMOUNT OF INSURANCE

\$15,000

Your Voluntary AD&D Insurance cancels at your retirement.

CONTRIBUTIONS

The cost of your Voluntary Accidental Death and Dismemberment Insurance is paid for by your Employer.

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

Please read them carefully and refer any questions to your Employer or call the Sun Life Group Customer Service Center toll free at 1-800-247-6875.

ELIGIBILITY AND EFFECTIVE DATE OF EMPLOYEE INSURANCE

When am I eligible for insurance?

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

- May 1, 2014; or
- your first day of employment.

When does my insurance start?

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

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

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

TERMINATION OF EMPLOYEE INSURANCE

When does my insurance cease?

Your insurance ceases on the earliest of:

- the date the Group Policy terminates.
- the date you are no longer in an Eligible Class.
- the date your class is no longer included for insurance.
- the last day any required premium has been paid for your insurance.
- the date you retire.
- the date your employment terminates.
- the date you cease to be an eligible participant under The New York State Public Employees Federation.
- the date you cease to be Actively at Work.

Are there any conditions under which my insurance can continue?

Yes.

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

Layoff - up to 6 months

Leave of Absence - up to 6 months

Military Leave of Absence - up to 12 months

Administrative Leave of Absence – up to 12 months

Vacation – up to 6 months

If you are absent from work due to an injury or sickness, your Employer may continue your insurance, by paying the required premium, for up to 24 months .

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 any state required continuation period (if any). You should contact your Employer for more details.

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

BENEFIT PROVISIONS

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What is the Accidental Death and Dismemberment Benefit?

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

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

What is the amount of the Voluntary Accidental Death and Dismemberment Benefit?

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

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

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

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

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

What happens if I Disappear?

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

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

BENEFIT PROVISIONS

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

What are the Exclusions?

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

- suicide.
- intentionally self-inflicted injuries.
- sickness of any kind, or an infection unless due to an accidental cut or wound.
- mental or nervous disorder.
- your participation in a felony.
- your active participation in a war (declared or undeclared) or your active duty in any armed service during a time of war.
- your active participation in a riot or insurrection.
- injury or sickness sustained from any aviation activities, other than your riding as a fare-paying passenger on a scheduled or charter flight operated by a scheduled airline.
- your being intoxicated or under the influence of any narcotic unless administered on the advice of a Physician.

BENEFIT PROVISIONS

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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

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

If you are not Actively at Work on May 1, 2014 you will be insured if:

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

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

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

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

CLAIM PROVISIONS

How is a claim submitted?

To submit a claim, you or someone on your behalf must send Sun Life written Notice and Proof of Claim within the time limits specified. Your Employer has the Sun Life Notice and Proof of Claim forms.

When does written Notice of Claim have to be submitted?

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

If notice cannot be given within the applicable time period, it will not reduce or invalidate your claim, provided Sun Life is notified as soon as it is reasonably possible.

When Sun Life has received written notice of claim, Sun Life will send the forms for proof of claim. If the forms are not received within 15 days after written notice of claim is sent, proof of claim may be sent to Sun Life without waiting to receive the proof of claim forms.

When does written Proof of Claim have to be submitted?

for Accidental Death - proof of claim must be given to Sun Life prior to payment of a death claim.

for Accidental Dismemberment - proof of claim must be given to Sun Life no later than 15 months after the date of loss.

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

What is considered Proof of Claim?

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

- a description of the loss;
- the date the loss occurred; and
- the cause of the loss.

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

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, receipted bills, proof of payment (if applicable), Physician records, psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as required.

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

Proof must be satisfactory to Sun Life.

When are benefits payable?

Benefits are payable within 60 days when Sun Life receives satisfactory Proof of Claim.

When will a decision on my claim be made?

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

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

CLAIM PROVISIONS

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

What if my claim is denied?

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

1. the specific reason or reasons for the denial;
2. the specific Group Policy provisions on which the denial is based;
3. your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
4. a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
5. a description of the appeal procedures and time limits;
6. your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;
7. the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
8. the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can I request a review of a claim denial?

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

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

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

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

What if my claim is denied on review?

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

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

Who are benefits payable to?

If no Beneficiary is alive on the date of your death or you do not elect a Beneficiary, Sun Life, at its option, may make payments as follows:

CLAIM PROVISIONS

- 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 none of the above, to your estate.

All benefits payable during your lifetime are payable to you.

All other benefits are payable as specified in the Accidental Death and Dismemberment Benefit Section.

If a benefit is payable to your estate, your Beneficiary who is a minor, or your Beneficiary who is not competent, Sun Life may, at its option, pay up to \$500 of the death benefit to any individual or entity Sun Life determines has incurred or paid expenses as a result of funeral services provided to or on your behalf. If Sun Life pays such a benefit, it will not have to pay that benefit amount again and the total death benefit shall be reduced by the amount paid under this provision.

If a benefit is payable to you and you are a minor or you are not competent, Sun Life may, at its option, pay up to \$500 to any of your relatives whom Sun Life considers entitled. If Sun Life pays such a benefit, it will not have to pay that benefit amount again and the total death benefit shall be reduced by the amount paid under this provision.

If a beneficiary is physically or mentally incompetent and cannot give a valid release for any payment due, such benefit will be paid to the beneficiary's appointed legal representative.

Can I change my Beneficiary?

You can change your Beneficiary at any time on the form provided by Sun Life, unless you have stated your choice of Beneficiary is irrevocable or you have assigned your interest to another person. Any request for change of Beneficiary must be in a written form and will take effect on the date you sign and file the change with your Employer. If Sun Life has taken any action or made payment before receiving notice of that change, your change of Beneficiary will not affect any action or payment made by Sun Life. The consent of your Beneficiary is not required to change any Beneficiary.

GENERAL PROVISIONS

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

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

What happens if facts are misstated?

If relevant facts about you are not accurate:

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

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

What are Sun Life's examination and autopsy rights?

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

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

This right may be used as often as reasonably required.

Sun Life has the right, in the case of accidental death, to request an autopsy where allowable by law.

What are the time limits for legal proceedings?

No legal action may start:

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

Do these group benefits affect Workers' Compensation?

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

Can the Policyholder act as a Sun Life agent?

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

DEFINITIONS

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

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

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

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

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

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

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

AD&D means Accidental Death and Dismemberment

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

Domestic Partner means a person who, together with another person of the same or opposite sex, meets all of the following criteria:

- each person is at least 18 years of age
- neither person is legally married to anyone else;
- they are not related by blood in a manner that would prohibit legal marriage in the state in which they reside;
- they have shared the same regular and permanent residence for at least 6 months;
- they are committed to the physical, emotional and financial care and support of each other and are financially interdependent;
- they have economic interdependency that includes at least two or more of the following:
 - a joint bank account or joint credit card;
 - joint ownership of residence or listing of both partners as tenants on a lease of the shared residence;
 - designation of the domestic partner as beneficiary for life insurance or retirement benefits;
 - execution of wills naming each other as executor and/or beneficiary;
 - mutual grant of durable power of attorney or authority to make health care decisions;
 - any other evidence of economic interdependence.

The term "spouse" includes a domestic partner wherever it appears in the Certificate.

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

(Applicable to All Public Employees Federation Administrative Staff, Management Staff or State Wide Union Officers)

Employee (You) means a person who is employed by the Employer within the United States, scheduled to work at least the number of hours shown in the Benefit Highlights, and paid regular earnings, 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), who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3).

(Applicable to All Other Employees)

Employee (You) means a person who is employed by an Employer who participates in The New York State Public Employees Federation Membership Benefit Program (including Regular Members). All Employees are working

DEFINITIONS

within the United States, scheduled to work at least the number of 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), who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3).

(Applicable to All Employees)

If you are working on a temporary assignment outside of the United States for a period of 12 months or less, you will be deemed to be working within the United States. If you are working outside of the United States for more than 12 months, you will not be considered an Employee under the Group Policy unless Sun Life approves your eligibility in writing.

(Applicable to All Public Employees Federation Administrative Staff, Management Staff or State Wide Union Officers)

Employer means The New York State Public Employees Federation Membership Benefits Program.

(Applicable to All Other Employees)

Employer means an entity that participates in The New York State Public Employees Federation Membership Benefits Program.

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

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

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

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

