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:	819927-002
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
Issue State:	New York
Amendment Effective Date:	April 1, 2021

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 Voluntary Long Term Disability Income Insurance Certificate
Non-Participating

Sun Life Financial®

TABLE OF CONTENTS

Page

Benefit Highlights 3
Voluntary Long Term Disability Income Insurance 3

Eligibility and Effective Dates 7
Employee 7

Termination of Insurance 9
Employee 9

Benefit Provisions 10
Voluntary Long Term Disability Income Insurance (VLTD) 10

Additional Benefit Provisions 16

Limitations and Exclusions 22

Continuity of Coverage 24

Claim Provisions 25
Notice of Claim 25
Proof of Claim 25
Payment of Claims 25

General Provisions 28

Definitions 29
General 29
Voluntary Long Term Disability Income Insurance 31

BENEFIT HIGHLIGHTS

ELIGIBLE CLASSES

All Regular Members 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 17.5 hours per week or 35 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

WAITING PERIOD

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

None

BENEFIT HIGHLIGHTS

CLASSIFICATION

All Eligible Employees

You may elect one of the following Choices:
Choice 1

AMOUNT OF INSURANCE

The **Benefit Percentage** is: 50% of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

The **Maximum Monthly Benefit** is: $7,500, less Other Income Benefits.

The **Minimum Monthly Benefit** is $200.

The **Own Occupation Period** is: 30 months (including the Elimination Period)

The **Gainful Occupation** is: 80% of your Indexed Total Monthly Earnings.

The **Elimination Period** is 180 days.

The **Maximum Benefit Period** is : SSNRA

The following **Additional Benefit(s)** are included:
Assisted Living Benefit
Child Care Rider
Conversion
Retro Disability Rider
Survivor Benefit

Choice 2

AMOUNT OF INSURANCE

The **Benefit Percentage** is: 60% of your Total Monthly Earnings, not to exceed the Maximum Monthly Benefit, less Other Income Benefits.

The **Maximum Monthly Benefit** is: $7,500, less Other Income Benefits.

The **Minimum Monthly Benefit** is $200.

The **Own Occupation Period** is: 30 months (including the Elimination Period)

The **Gainful Occupation** is: 80% of your Indexed Total Monthly Earnings.

The **Elimination Period** is 180 days.

The **Maximum Benefit Period** is : SSNRA

The following **Additional Benefit(s)** are included:
Assisted Living Benefit
Child Care Rider
Conversion
Retro Disability Rider
Survivor Benefit

Applicable to all Choices:

BENEFIT HIGHLIGHTS

Note: your amount of insurance is also subject to reductions for your employment earnings and Other Income Benefits.

Evidence of Insurability, satisfactory to Sun Life, will be required for any of the following reasons:
- you elect no coverage and later elect Voluntary Long Term Disability Income Insurance; or
- you elect an increase in your amount of Voluntary Long Term Disability Income Insurance.

Total Monthly Earnings

Your Total Monthly Earnings Your basic monthly earnings as reported by PEF Membership Benefits Program immediately before the first date your Total or Partial Disability begins. Total Monthly Earnings may include locational compensation pay and inconvenience pay if proof is provided by you in writing, verified and accepted by PEF Membership Benefits. Total Monthly Earnings does not include income received due to commissions, bonuses, overtime pay, hazardous duty pay, performance awards or any other extra compensation.

CONTRIBUTIONS

The cost of your Voluntary Long Term Disability Income Insurance is paid for entirely by you. This is your contributory insurance.

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.

BENEFIT HIGHLIGHTS

Maximum Benefit Period – Definitions

SSNRA means:

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

Age at Disability	**Maximum Benefit Period**
Less than age 60	To age 65, but not less than 60 months
60	60 Months
61	48 Months
62	42 Months
63	36 Months
64	30 Months
65	24 Months
66	21 Months
67	18 Months
68	15 Months
69 and over	12 Months

Year of Birth	**Normal Retirement Age**
Before 1938	Age 65
1938	Age 65 and 2 months
1939	Age 65 and 4 months
1940	Age 65 and 6 months
1941	Age 65 and 8 months
1942	Age 65 and 10 months
1943 through 1954	Age 66
1955	Age 66 and 2 months
1956	Age 66 and 4 months
1957	Age 66 and 6 months
1958	Age 66 and 8 months
1959	Age 66 and 10 months
After 1959	Age 67

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

When do I need to apply for insurance?

You must apply within 240 days of the date you become eligible.

When does my insurance start?

Your insurance starts on the later of:
- the date you apply; or
- the date you are eligible;

if you are Actively at Work on that date.

What happens if I do not apply within 240 days?

Your insurance will start on the date Sun Life approves your Evidence of Insurability, 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.

What happens if I do not want my insurance?

You need to sign a form refusing your insurance. This form is available from your Employer.

If you decide later you want insurance, Sun Life must first approve your Evidence of Insurability.

When do changes in my amount of insurance occur?

If your amount of insurance increases, your increase will take effect on the bi-weekly pay period following your elected change as long as:
- you are Actively at Work on that date; and
- Evidence of Insurability is not required for the increase in your amount of insurance.

If your amount of insurance decreases, your decrease will take effect on the bi-weekly pay period following your elected change.

If Evidence of Insurability is required for any increase in your amount of insurance, the increase in your insurance will not start until Sun Life approves the increase, but you need to be Actively at Work on that date.

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

If my insurance 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. To reinstate your insurance, you must apply within 240 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;
- we approve any required Evidence of Insurability;

- you agree to make any required contribution toward the cost of your insurance; and
- you return to being Actively at Work.

Your reinstated 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.

TERMINATION OF EMPLOYEE INSURANCE

When does my insurance cease?

Your insurance ceases on the earliest of:

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

Are there any conditions under which my insurance can continue?

Yes.

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

If you are on a Military Leave of Absence or vacation, your Employer may continue your insurance by paying the required premium for the length of time specified below.

Military Leave of Absence – up to 6 months
Administrative Leave of Absence – up to 12 months
Vacation - up to 6 months.

Contact your Employer for more details.

If your coverage terminates and you are not eligible for any of the described continuations, you may be eligible for a Conversion Privilege. Refer to the “Conversion Privilege” in the Additional Provisions section. Please note that you need to apply for conversion and pay the required premium within 45 days following your termination of insurance.

You may be eligible to continue your insurance pursuant to the Family and Medical Leave Act of 1993, as amended. 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

VOLUNTARY LONG TERM DISABILITY INCOME INSURANCE

What is the Voluntary Long Term Disability Income Benefit?

Voluntary Long Term Disability Income Benefits (VLTD) partially replace your income if you become Totally or Partially Disabled while insured.

When do VLTD benefits become payable?

Sun Life will pay a monthly VLTD benefit after the end of your Elimination Period, if Sun Life receives proof that you are:
- Totally or Partially Disabled due to an Injury or Sickness; and
- under the regular and continuing care of a Physician that provides appropriate treatment and regular examination and testing in accordance with your disabling condition.

What conditions must be met for VLTD benefits to continue?

Sun Life will pay you a VLTD benefit, up to the Maximum Benefit Period, if you provide proof that you continue to be Totally or Partially Disabled and you still require the regular and continuing care of a Physician. You need to provide proof when Sun Life asks for it, but the proof is at your expense. You need to provide Sun Life with proof of your monthly earnings (if applicable) on a quarterly basis.

What is the Total Disability Benefit?

If you are Totally Disabled, your Net Monthly Benefit will be calculated based on the Total Disability Benefit formula. You will qualify for this benefit if:
- you are not working or you are working but you are earning less than 20% of your Indexed Total Monthly Earnings; and
- during your Elimination Period and the next Own Occupation Period shown in Benefit highlights, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation.

After Total or Partial Disability VLTD benefits combined have been paid to you for Own Occupation Period shown in the Benefit Highlights, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience.

How is the Total Disability Benefit calculated?

To determine your Total Disability Benefit:

1. Take the lesser of:

    a. your Total Monthly Earnings multiplied by the Benefit Percentage you elected (shown in the Benefit Highlights); or

    b. your Maximum Monthly Benefit you elected (shown in the Benefit Highlights); then

2. Subtract Other Income Benefits from the amount determined in Step 1.

What is the Partial Disability Benefit?

If you are Partially Disabled, your Net Monthly Benefit will be calculated based on the Partial Disability Benefit formula. You will qualify for this benefit if:
- you are working and have Disability Earnings of more than 20% but less than 80% of your Indexed Total Monthly Earnings; and
- during your Elimination Period and the next Own Occupation Period shown in the Benefit Highlights, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation.

BENEFIT PROVISIONS

VOLUNTARY LONG TERM DISABILITY INCOME INSURANCE

After Total or Partial Disability VLTD benefits combined have been paid to you for Own Occupation Period shown in the Benefit Highlights, you will continue to qualify for this benefit if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience and you have Disability Earnings of less than the Gainful Occupation percentage shown in the Benefit Highlights.

How is the Partial Disability Benefit calculated?

To determine your Partial Disability Benefit for the first 12 months of your Partial Disability:

1. add your Disability Earnings and income received from Other Income Benefits to the Total Disability Benefit.

2. if this sum is more than 100% of your Indexed Total Monthly Earnings, subtract the amount in excess of 100% of your Indexed Total Monthly Earnings from your Total Disability Benefit. This result is your Partial Disability Benefit; or if the sum is less than 100% of your Indexed Total Monthly Earnings, your Partial Disability Benefit is your Total Disability Benefit.

If you continue to be Partially Disabled after 12 months of Partial Disability Benefits, your Partial Disability Benefit will be recalculated based on the following formula:

(A divided by B) multiplied by C

where:

A = your Indexed Total Monthly Earnings minus your monthly Disability Earnings.

B = your Indexed Total Monthly Earnings.

C = your Total Disability Benefit.

What are Other Income Benefits?

Other Income Benefits are those benefits provided or available to you while your monthly VLTD benefit is payable. These Other Income Benefits, other than retirement benefits, must be provided to you as a result of the same Total Partial Disability payable under the Group Policy. Other Income Benefits include:

1. The amount paid to you under:
   a. New York Disability Benefits Law; or
   b. Workers' Compensation Law; or
   c. Occupational Disease Law; or
   d. Unemployment Compensation Law; or
   e. Compulsory Benefit Act or Law; or
   f. an automobile no-fault insurance plan; or
   g. any other act or law of like intent.

2. The Railroad Retirement Act (including any dependent benefits).

3. Any labor management trustee, union or employee benefit plans that are funded in whole or in part by your Employer.

4. Any disability income benefits you are paid under:
   a. any other group insurance plan of your Employer;
   b. any governmental retirement system as a result of your job with your Employer.

5. The benefits you elect to receive under your Employer's Retirement Plan as follows:
   a. any disability benefits;
   b. the Employer-paid portion of any retirement benefits.

(Disability benefits that reduce your accrued Retirement Benefit will be treated as a retirement benefit. Retirement benefits do not include any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.)

6. The disability or retirement benefits under the United States Social Security Act or any similar plan or act, as follows:
   a. Disability benefits received by you;
   b. Disability benefits your spouse, child or children receive because of your Total or Partial Disability, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse;
   c. Retirement benefits received by you;
   d. Retirement benefits your spouse, child or children receive because of your receipt of retirement benefits, unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.

   If your Total or Partial Disability begins after your Social Security Normal Retirement Age, your Social Security Retirement Benefits will not be offset if, prior to your Total or Partial Disability, you were already receiving Social Security Retirement Benefits.

7. Any accumulated sick leave or salary continuation paid to you by your Employer which causes your Net Monthly Benefit, plus Other Income Benefits and any accumulated sick leave or salary continuation, to exceed 85% of your Total Monthly Earnings. The amount in excess of 85% of your Total Monthly Earnings will be used to reduce your Net Monthly Benefit

8. Any amount you receive due to income replacement or lost wages paid to you by compromise, settlement or other method as a result of a claim for any Other Income Benefit.

9. Any amount you receive from a voluntary separation of employment agreement from your Employer including severance pay or any other income settlement of an employment contract.

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

What if I receive payment of Other Income Benefits in a lump sum?

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

Am I required to apply for Other Income Benefits?

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

What is the Social Security Disability Income Assistance Program?

At your request, Sun Life will assist you (if appropriate) through the various levels of the Social Security claims process. Sun Life will assist you with your application and also through the appeals process.

Are any of my Other Income Benefits estimated?

Sun Life has the right to estimate the amount of any Other Income Benefits you are eligible to receive during your Total or Partial Disability, and to reduce the VLTD benefit payments by the estimated amount. Sun Life will estimate the amount if, at the time of calculating any VLTD benefit payments, the Other Income Benefit you may be eligible to receive has not been awarded nor denied, or if the Other Income Benefit has been denied and is being appealed. This estimate will be

used to reduce the amount of your monthly VLTD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if you meet the following conditions:

- you have applied for the Other Income Benefits; and
- you agree to appeal any denials of Other Income Benefits to all administrative levels Sun Life deems necessary; and
- you complete and sign the Sun Life Reimbursement Agreement.

What happens when the Other Income Benefits have been awarded or have been denied?

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

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

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

What happens if I receive increases in my Other Income Benefits?

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

When does my monthly VLTD benefit cease?

Your monthly VLTD benefit will cease on the earliest of:

- the date you are no longer Totally or Partially Disabled.

- the date you die.

- the end of your Maximum Benefit Period.

- the date your Disability Earnings are more than 80% of your Indexed Total Monthly Earnings.

- for the first Own Occupation Period shown in the Benefit Highlights of Total or Partial Disability, the date Sun Life determines you are able to perform on a full-time basis, the Material and Substantial Duties of your Own Occupation, even if you choose not to work.

- after the first Own Occupation Period shown in the Benefit Highlights of Total or Partial Disability, the date Sun Life determines that you are able to perform on a full-time basis any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience, even if you choose not to work.

Full-time basis means for the first Own Occupation Period shown in the Benefit Highlights of Total or Partial Disability, you are able or have the capacity to perform the Material and Substantial Duties of your Own Occupation for the number of hours you normally performed your Own Occupation prior to your Total or Partial Disability. After Own Occupation Period shown in the Benefit Highlights of Total or Partial Disability, you are able or have the capacity to perform any Gainful Occupation for the number of hours that you normally performed your Own Occupation prior to your Total or Partial Disability.

However, if you normally performed your Own Occupation on an average in excess of 37.5 hours per week, Sun Life will consider you as being able to perform that requirement if you work or have the capacity to work 37.5 hours per week.

What happens if I return to full-time work and become disabled again?

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

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

You will not have to complete a new Elimination Period.

Your monthly VLTD benefit will be subject to the same terms and conditions as were applicable to the original Total or Partial Disability.

Your monthly VLTD benefit will not continue if:

- you become eligible for coverage under any other group VLTD policy; or
- the Group Policy terminates.

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

If you received a monthly Total or Partial Disability benefit under your Employer's prior LTD plan; and

- you returned to work as an active Full-Time Employee prior to February 1, 2017; and
- within 6 months of your return to active Full-Time employment, you have a recurrence of the same Total or Partial Disability payable under the prior LTD policy; and
- there are no benefits available for that recurrence under the prior LTD policy;

then the Elimination Period under the Group Policy will be waived if the recurrent Total or Partial Disability would have been paid without any further Elimination Period if the prior LTD policy had remained in force.

What are the Rehabilitation Services?

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

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

Participation in a rehabilitation assessment or a Rehabilitation Program is at Sun Life's expense. Sun Life will work with you, your Employer, your Physician and others, as appropriate, to develop a Rehabilitation Program.

Eligibility for vocational Rehabilitation Services is based on your education, training, experience and physical/mental capabilities. Sun Life determines whether you are eligible for vocational Rehabilitation Services.

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

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

What happens if I participate in a Rehabilitation Program?

If you participate in a Sun Life approved Rehabilitation Program, you will receive the greater of:
- your Benefit Percentage (as shown in the Benefit Highlights) multiplied by 1.10; or
- your current Net Monthly Benefit multiplied by 1.10.

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

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

This increased amount will cease on the earliest of:
- the date you complete the Rehabilitation Program; or
- the date you cease to participate in the Rehabilitation Program; or
- the date your VLTD benefits cease; or
- 12 months after your Rehabilitation Program began.

ASSISTED LIVING BENEFIT

What is an Assisted Living Benefit?

An Assisted Living Benefit may be payable if you are receiving a Total Disability Benefit and you are also Cognitively Impaired or you are unable to safely and completely perform 2 or more of the Activities of Daily Living without another person's assistance or verbal cueing. Your Cognitive Impairment, or your inability to perform 2 or more of the Activities of Daily Living must begin on or after your date of Total Disability and be expected to continue for 90 or more days.

How is the Assisted Living Benefit calculated?

The monthly Assisted Living Benefit is the lesser of:

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

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

When does the Assisted Living Benefit cease?

The Assisted Living Benefit ceases on the earliest of:

- the date you are no longer eligible to receive Total Disability Benefits; or
- the date you are no longer Cognitively Impaired or you are able to perform all of the Activities of Daily Living without another person's assistance or verbal cueing; or
- the date you die.

Sun Life may require periodic proof of the continuance of your Cognitive Impairment or your inability to perform 2 or more of the Activities of Daily Living.

Definitions

Activities of Daily Living means:

- Bathing - the ability to wash, either in the tub or shower or by sponge bath, with or without equipment or adaptive devices.
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting - the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence - the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating - the ability to get nourishment into the body.

Cognitively Impaired means an individual has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age or Alzheimer's disease and similar forms of irreversible dementia and the individual needs another person's assistance or verbal cueing for the individual's protection or for the protection of others.

The extent of Cognitive Impairment is determined by clinical evidence and standardized tests which reliably measure the deterioration or loss in the following areas:

- short or long term memory

- orientation as to:
  - person
  - place
  - time; and
- deductive or abstract reasoning.

ADDITIONAL BENEFIT PROVISIONS

CHILD CARE BENEFIT

What is the Child Care Benefit?

If you are Totally or Partially Disabled, a Child Care Benefit is payable if:
- you are receiving a monthly LTD benefit; and
- your Dependent Child is enrolled in a legally licensed Child Care Center within 12 months after the date you become Totally or Partially Disabled; and
- your Dependent Child is under age 13.

Dependent Child means your natural, adopted or step child who is under age 13, and dependent upon you for 50% or more of his/her support.

What is the amount of the Child Care Benefit?

The monthly Child Care Benefit is the lesser of:
1. 50% of the actual charges by the Child Care Center incurred by you for your Child Care expenses; or
2. $750.

The Child Care Benefit is payable upon receipt of satisfactory proof of paid expenses and that you have a Dependent Child enrolled in a legally licensed Child Care Center.

Child Care expenses do not include:
- 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.

If you do not have a Dependent Child, Sun Life will pay a minimum monthly benefit of $100.

When does my Child Care Benefit cease?

The Child Care Benefit will cease on the earliest of:
- the date you cease to be Totally or Partially Disabled;
- the date you have received 24 monthly Child Care Benefit payments;
- the end of your Maximum Benefit Period;
- the date you become eligible for any Group Long Term Disability coverage with another Employer;
- the date you die; or
- the date you do not provide proof to Sun Life that you continue to be Totally or Partially Disabled; or
- the date you no longer have a Dependent Child under age 13; or
- the date you fail to provide proof to Sun Life that you have an eligible Dependent Child enrolled in a Child Care Center.

What happens when my Child Care Benefits cease?

If you cease to be eligible for a Child Care Benefit, any amounts due to you or to Sun Life will be calculated based on $1/30^{th}$ of the monthly benefit for each period of Total or Partial Disability which is less than a full month.

ADDITIONAL BENEFIT PROVISIONS

CONVERSION PRIVILEGE

What is the VLTD Conversion Privilege?

If your VLTD insurance ceases due to termination of your employment, you may be eligible to participate in a group VLTD conversion policy.

How am I eligible for the VLTD Conversion Privilege?

You are eligible if:

- your VLTD insurance ceases because of termination of your employment; and
- you have been insured for at least 12 consecutive months immediately before your VLTD insurance under the Group Policy terminated.

How do I apply for the VLTD Conversion Privilege?

You apply by making a written application to Sun Life to participate in the group VLTD conversion policy along with payment of the first premium, within 45 days from the date you receive notification of your right to convert from PEF Membership Benefits.

When is the Conversion Privilege not available?

The Conversion Privilege is not available to you if:

- the VLTD insurance under the Group Policy has terminated; or
- you have retired; or
- you have reached age 70; or
- you are not in an Eligible Class under the Group Policy; or
- the Group Policy has been amended to exclude your Eligible Class; or
- you have failed to make any required premium contributions; or
- you are Totally or Partially Disabled under the terms of the VLTD Benefit Provision; or
- you become insured for VLTD insurance under another employer's VLTD plan within 45 days after your insurance terminates under the Group Policy.

ADDITIONAL BENEFIT PROVISIONS

RETRO DISABILITY BENEFIT

What is a Retro Disability Benefit?

If your Injury or Sickness results in a Hospital Confinement, you are released from the Hospital and your Disability remains continuous from the time of hospitalization until the Elimination Period has been satisfied, when you begin receiving a Total Disability Benefit an additional lump sum benefit may be paid.

If you are receiving a Total Disability Benefit, an additional Retro Disability Benefit may be payable if Sun Life receives proof that you had a Retro Disability that was due to the same Injury or Sickness that caused your Total Disability.

What is the amount of the Retro Disability Benefit?

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

When is the Retro Disability Benefit Paid?

If Sun Life receives proof within 90 days following completion of your Elimination Period of your Retro Disability, the Retro Disability Benefit will be paid immediately to you in a single lump sum amount. Any Long Term Disability Benefits payable after completion of your Elimination Period will be subject to the terms of the Group Policy, including reductions by any Other Income.

Definitions

Retro Disability means an Injury or Sickness that results in:
1. Hospital Confinement that begins on the date you become Totally Disabled or within 48 hours of the date your Total Disability begins; and
2. such Hospital Confinement continues for at least 14 consecutive days; and
3. your Total Disability remains continuous throughout your Elimination Period.

Hospital Confinement means admission to a Hospital as a registered inpatient due to an Injury or Sickness. The confinement must be on the advice of a Physician and medically necessary according to generally accepted medical standards. Confinement to an emergency room, outpatient treatment room, or observation unit is not considered a Hospital Confinement.

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

ADDITIONAL BENEFIT PROVISIONS

SURVIVOR BENEFIT

What happens to my VLTD benefit if I die?

A Survivor Benefit equal to 3 times your last Gross Monthly Benefit is payable in a lump sum to your Eligible Survivor if Sun Life receives satisfactory proof that you died:

- after your Total or Partial Disability had continued for 180 or more consecutive days; and
- you were eligible to receive a monthly VLTD benefit.

If you do not have an Eligible Survivor, the Survivor Benefit will be payable to your estate. If an Eligible Survivor is a minor child, we will pay a benefit up to $1,000 as indicated in the Claim Provisions section. Such benefit will be payable to a custodian designated pursuant to the Uniform Transfers to Minors Act.

If you received an Advanced Survivor Benefit, no Survivor benefit is payable to your Eligible Survivor

Eligible Survivor means your Spouse. If you do not have a Spouse at the time of your death, your children are your Eligible Survivors.

WAIVER OF PREMIUM

Am I required to pay premiums for VLTD coverage during a period of Total or Partial Disability?

If you are Totally or Partially Disabled, your VLTD premium payments are waived during any period VLTD benefits are payable. If this coverage is in force when your Total or Partial Disability ends, you will remain insured if you return to an Actively at Work status in an Eligible Class and premium payments for you are resumed.

LIMITATIONS AND EXCLUSIONS

What are the Limitations?

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

- any period you are no longer under the regular and continuing care of a Physician providing appropriate treatment and regular examination and testing in accordance with your disabling condition, unless you have reached your maximum point of recovery and are still Totally or Partially Disabled.

- any period you do not submit to any medical examination or clinical assessment requested by Sun Life.

- any period of your Total or Partial Disability that is due to Mental Illness, unless you are under the continuing care of a specialist in psychiatric care.

  After you complete your Elimination Period, VLTD benefits are payable for 24 Months.

  Benefits after the first 24 Months are payable only if you are confined in a Hospital or Institution licensed to provide psychiatric treatment.

  If you continue to be Totally or Partially Disabled when discharged from a Hospital or Institution licensed to provide psychiatric treatment, Sun Life will continue your VLTD Benefit payment for up to 90 days. If you become reconfined in a Hospital or Institution during the 90 day period and remain confined for at least 14 consecutive days, Sun Life will continue your VLTD benefit payments during your reconfinement. Upon discharge, you will be eligible for up to an additional 90 days of VLTD benefit payments if you continue to be Totally or Partially Disabled.

- for the first 12 months (6 months if you are age 65 or older) after your initial Effective Date of Insurance or an increase in your amount of VLTD insurance, if the Total or Partial Disability is caused by, contributed to by, or resulting from a Pre-Existing Condition.

  Pre-Existing Condition means during the 6 months prior to your Effective Date of Insurance you received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

  Pre-Existing Condition for increases in amounts of insurance means during the 6 months prior to the Effective Date of any increase in your amount of insurance you received medical treatment, consultation, care or services, including diagnostic measures, or took prescribed drugs or medicines for the disabling condition.

  Pre-Existing Condition Limitation Exception

  The Pre-Existing Condition Limitation will not apply if your Total or Partial Disability begins later than 12 months (6 months if you are age 65 or older) after your Effective Date of Insurance or later than 12 months (6 months if you are age 65 or older) after the Effective Date of any increase in your amount of insurance.

However, the Pre-Existing Condition Limitation for increases does not apply to cost of living, contract or periodic salary review increases.

To determine satisfaction of the above Pre-Existing Condition Limitation, you will be given credit for the time you were insured under a previous group, blanket or employer VLTD plan, if the previous coverage was continuous to a date not more than 60 days prior to your Effective Date of Insurance under the Group Policy. The credit shall apply to the extent that the previous coverage or level of benefits was substantially similar to the new coverage or level of benefits under the Group Policy.

Total or Partial Disability Benefits that would have otherwise been payable during a benefit period subject to a Pre-Existing Condition restriction will not be paid. Any remaining Total or Partial Disability benefit will commence after the Pre-Existing Condition Limitation period expires.

LIMITATIONS AND EXCLUSIONS

What are the Exclusions?

No VLTD benefit will be payable for any Total or Partial Disability that is due to:

- intentionally self-inflicted injuries;
- war declared or undeclared or any act of war;
- your active participation in a riot or insurrection; or
- your participation in a felony.

CONTINUITY OF COVERAGE

What happens if my Employer replaces other insurance with the Group Policy?

If your Employer replaces insurance provided by the Prior Policy with the insurance provided by the Group Policy, 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 Prior Policy were substantially similar to the insurance provided by the Group Policy.

What if you are not Actively at Work when your Employer replaces the Prior Policy with the Group Policy?

You will be covered under the Group Policy if you are not Actively at Work on May 1, 2014 and:
- you were insured under the Prior Policy on the day before May 1, 2014;
- 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 Prior Policy.

If you become Totally or Partially Disabled and were never Actively at Work while covered under the Group Policy, any benefit payable will be the lesser of:
- the benefit payable under the Group Policy; or
- the benefit payable under the Prior Policy had it remained in force.

All other provisions of the 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?

Written notice of claim must be given to Sun Life no later than 90 days before the end of your Elimination Period or, within 90 days of the termination of the Group Policy, if earlier.

If notice cannot be given within the applicable time period, Sun Life must be 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?

Proof of claim must be given to Sun Life no later than 240 days after the end of your Elimination Period.

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 or disability;
- the date the loss or disability occurred; and
- the cause of the loss or disability.

Proof of Claim may include, but is not limited to, police accident reports, autopsy reports, laboratory results, toxicology results, hospital records, x-rays, narrative reports, or other diagnostic testing materials as required.

Proof of Claim for disability must include evidence demonstrating the disability including, but not limited to, hospital records, Physician records, Psychiatric records, x-rays, narrative reports, or other diagnostic testing materials as appropriate for the disabling condition.

Proof must be satisfactory to Sun Life.

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

Proof of your continued disability and regular and continuous care by a Physician must be given to Sun Life within 30 days of the request for proof.

When are benefits payable?

Benefits are payable not less frequently than monthly during the continuance of the period for which Sun Life is liable, when Sun Life receives satisfactory Proof of Claim. Any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of such proof.

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.

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.

CLAIM PROVISIONS

Who are benefits payable to?

Benefits payable during your lifetime are payable to you.

Survivor Benefits are payable to your Eligible Survivor as defined in the Additional Benefits section.

GENERAL PROVISIONS

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

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

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

What happens if facts are misstated?

If relevant facts about you are not accurate:
- an equitable adjustment of premium will be made; and
- the true facts will be used to determine if and in what amount insurance is valid under the Group Policy.

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

What are Sun Life's examination rights?

Sun Life, at its own expense, has the right to have any person, whose Injury or Sickness is the basis of a claim:
- examined by a Physician, other health professional or vocational expert of its choice; and/or
- interviewed by an authorized Sun Life representative.

This right may be used as often as reasonably required.

What are the time limits for legal proceedings?

No legal action may start:
- until 60 days after Proof of Claim has been given; nor
- more than 3 years after the time Proof of Claim is required.

Do these group benefits affect Workers' Compensation?

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

Can the Policyholder act as a Sun Life agent?

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

DEFINITIONS

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

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g. 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.

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.

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

Employee (You) means a person who is employed by an Employer who participates in The New York State Public Employees Federation Membership Benefit Program. All Employees are working 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), and who is not an "unauthorized alien" as defined by 8 U.S.C. 1324a(h)(3).

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

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

Hospital or Institution means a facility licensed to provide full-time medical care and treatment under the direction of a full-time staff of licensed physicians. It is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitative care.

DEFINITIONS

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

Physician means an individual who is operating within the scope of his license and is either:
- licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- 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.

Pregnancy means childbirth, miscarriage, abortion or any disease resulting from or aggravated by the pregnancy.

Prior Policy means the plan of disability income insurance provided through or sponsored by your Employer and under which you were insured on April 30, 2014. Prior Policy includes an uninsured disability income plan of your Employer.

Retirement Plan means a program which provides retirement benefits to you and is not funded wholly by your contributions. The term does not include a 401(k) plan, 403(b) plan, a profit sharing plan, a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a nonqualified plan of deferred compensation.

Your Employer's Retirement Plan includes any Retirement Plan which:
- is part of any federal, state, county, municipal or association retirement system; and
- you are eligible for as a result of your employment with your Employer.

Sickness means illness, disease or pregnancy. A disability, because of Sickness, must begin while you are insured under the Group Policy.

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.

DEFINITIONS

These are Voluntary Long Term Disability Income Insurance terms you need to know.

Disability Earnings means the employment income you receive while Partially Disabled or income you receive while participating in an approved Rehabilitation program. Disability Earnings does not include income you receive from work performed prior to your Total or Partial Disability, nor income that is not derived from work performed.

Elimination Period means a period of continuous days of your Total or Partial Disability when no VLTD Benefit is payable. Your Elimination Period is shown in the Benefit Highlights and begins on your first day of Total or Partial Disability.

If you return to work for 15 working days or less during your Elimination Period and cannot continue working, your Total or Partial Disability will be treated as continuous. Only those days that you are Totally or Partially Disabled will count toward satisfying your Elimination Period.

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

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

Gross Monthly Benefit means your monthly VLTD benefit before any reduction of Other Income Benefits and before any reduction of Disability Earnings.

Indexed Total Monthly Earnings means your Total Monthly Earnings prior to the date your Total or Partial Disability began adjusted on the first of the month following 12 calendar months of Partial Disability Benefit payments, and each annual anniversary thereafter. Each adjustment to the Indexed Total Monthly Earnings is the lesser of 10% or the current annual percentage increase in the Consumer Price Index for Wage Earners and Clerical Workers, as published monthly by the U.S. Department of Labor.

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

Maximum Monthly Benefit means the largest amount payable monthly to you under this Policy. The Maximum Monthly Benefit is shown in the Benefit Highlights.

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

Net Monthly Benefit means the amount payable after reducing your Gross Monthly Benefit by Other Income Benefits.

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

Partial Disability or Partially Disabled means, during the Elimination Period and the next Own Occupation Period, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation and you have Disability Earnings of less than 80% of your Indexed Total Monthly Earnings. After Total or Partial Disability benefits combined have been paid to you for Own Occupation Period, you will continue to be Partially Disabled if you are unable to perform with reasonable continuity any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience, and you have Disability Earnings of less than the Gainful Occupation percentage shown in the Benefit Highlights.

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

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

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

Total Disability or Totally Disabled means during your Elimination Period and the next Own Occupation Period, you, because of your Injury or Sickness, are unable to perform the Material and Substantial Duties of your Own Occupation. After Total or Partial Disability benefits combined have been paid to you for Own Occupation Period, you will continue to be considered Totally Disabled if you are unable to perform, with reasonable continuity, any Gainful Occupation for which you are or become reasonably qualified for by education, training or experience.

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

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


Sun
Life Financial®