

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 Retired Employees.

Policy Number: 917800-003
Policy Effective Date: October 1, 2024
Policyholder: DePauw University
Employer: DePauw University
Issue State: Indiana

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

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

Signed at Wellesley Hills, Massachusetts.



Kevin Strain
President and Chief Executive Officer



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

Group Term Basic Life Insurance Certificate Non-Participating



Questions regarding your policy or coverage should be directed to:

**Sun Life Assurance Company of Canada
Attn: Customer Relations
PO Box 9106
Wellesley Hills, MA 02481
(800) 247-6875**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/doi

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1. BENEFIT HIGHLIGHTS

RETIRED EMPLOYEE BASIC LIFE INSURANCE

Classification:

All Eligible Employees who retire on or after October 1, 2024 and who retired prior to October 1, 2024

Amount of Insurance

\$3,500

Contributions

The cost of your Retired Employee Basic Life Insurance is paid for entirely by the Policyholder. This is your non-contributory insurance.

2. DEFINITIONS

Beneficiary means the person, persons or entity other than the Policyholder entitled to receive death benefit proceeds as they become due under the Policy. A Beneficiary must be named by you in Writing in a manner acceptable to us, dated and Signed by you and on file with the Policyholder.

Employee means a person who is employed by the Employer and insured under the Policy as an active Employee.

Employer means the Employer named on the cover page of this Certificate.

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

Non-Contributory Insurance means insurance for which the premium is paid entirely by the Policyholder.

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
- 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.

Policyholder means the entity to which the Policy is issued.

Proof means medical, occupational, financial, or other information that we require in connection with underwriting a request for insurance or making a claim determination.

Retired Employee means:

- you are a former Employee of the Policyholder; and
- prior to your retirement you were insured as an active Employee; and
- retires at age 55 or older with 10 or more years of service with the Employer; and
- you are not eligible for coverage under the Policy as an active Employee.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

Spouse means any person who is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner.

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

Written or Writing means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means a Retired Employee who is eligible for insurance under the Policy.

3. EFFECTIVE DATES AND TERMINATION OF RETIRED EMPLOYEE INSURANCE

When does Retired Employee Basic Life Insurance start?

Retired Employee Basic Life Insurance starts on October 1, 2024.

When does Retired Employee Basic Life Insurance end?

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

- the date the Policy terminates;
- the date the Policyholder terminates your Retired Employee Basic Life Insurance;
- the last day for which any required premium has been paid for your Retired Employee Basic Life Insurance; or
- the date you die.

4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

What is the Retired Employee Basic Life Insurance benefit?

If you die while insured under the Policy and we approve the claim, we will pay your Beneficiary your Retired Employee Basic Life Insurance benefit according to the provisions of the Policy.

What is the amount of the Retired Employee Basic Life Insurance benefit?

If you die while insured under the Policy, we will pay a Retired Employee Basic Life Insurance benefit equal to your Basic Life Insurance amount as shown in the Benefit Highlights.

Your amount of Retired Employee Basic Life Insurance is subject to any terminations according to the provisions of the Policy.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Retired Employee Basic Life Insurance ceases or reduces, you may be able to convert the amount that ceased or reduced to an individual life insurance policy. You need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period") or during any extension of the period permitted by the Policy.

When can Retired Employee Basic Life Insurance coverage be converted and how much can be converted?

If you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Retired Employee Basic Life Insurance;
- a revision to the Policy to terminate your Retired Employee Basic Life Insurance; or
- termination of the Retired Employee Basic Life Insurance benefit provision;

then you may apply for an individual life insurance policy. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 31 days after your insurance ceased or reduced.

You will be issued an individual life insurance policy without providing Evidence of Insurability.

How can you exercise the Conversion Privilege?

To exercise the Conversion Privilege, you must apply for it in writing and pay the first premium within 31 days following the date your insurance ceases or reduces. This is your 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?

If you are not provided notice by the Policyholder of your right to exercise the Conversion Privilege within 15 days following the date your Retired Employee Basic Life Insurance ceases or reduces, you will have an additional 30 days from the end of the 31 Day Conversion Period to exercise it. Otherwise, you must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life insurance policy may be any plan of life insurance offered by us for the purposes of this provision, at the attained age and the amount requested up to the amount that ceased or reduced. The individual life insurance policy will not include any additional benefits such as a waiver of premium benefit or an accelerated benefit.

The premium for the individual life insurance policy will be determined by the policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which you belong on the effective date of the individual life insurance policy.

4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

When does the individual life insurance policy start?

If your application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day after the 31 Day Conversion Period.

What happens if you die within 31 days of the date your Retired Employee Basic Life Insurance ceases or reduces or during any extended period to exercise conversion?

If you die within 31 days of the date your Retired Employee Basic Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to your Beneficiary whether or not you had applied for an individual life insurance policy or had paid the first premium. The death benefit will be the amount of Retired Employee Basic Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your Retired Employee Basic Life Insurance ceases or reduces, no death benefit is payable. Thus, even if you die during a period of time in which you may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Retired Employee Basic Life Insurance ceases or reduces, no benefit is payable.

5. CLAIM PROVISIONS

How is a claim for Life Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. The Policyholder has the notice of claim and Proof of claim forms.

NOTICE OF CLAIM

When does written notice of claim have to be submitted?

For a Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

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

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?

For a Life Insurance benefit, written Proof of claim must be given to us no later than 90 days after date of death.

If Proof cannot be given within the time limit, Proof must be given as soon as reasonably 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;
- the date the loss occurred;
- the cause of the loss;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as needed to determine the claim;
- police accident reports;
- the Death Certificate; and
- any other information we may require to make a claim determination.

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

PAYMENT OF BENEFITS

When are benefits payable?

Benefits are payable when we receive Proof of claim that establishes benefit eligibility according to the provisions of the Policy and we approve the claim.

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 a written claim or 30 days after receipt of an electronic claim. If we cannot make a decision within 45 days after receiving your written claim or within 30 days after receiving your electronic claim, we will request a 30 day extension. 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;

5. CLAIM PROVISIONS

- 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, if ERISA applies;
- 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), if ERISA applies;
- 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;

5. CLAIM PROVISIONS

- 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?

Retired Employee death benefits are payable in accordance with the Beneficiary designation made by you. Unless you specify otherwise, if more than one beneficiary survives you, all surviving beneficiaries will receive an equal share of the Basic Life Insurance benefit. The Beneficiary designation must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with the Policyholder. 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 none of the above, to your estate.

If we determine that a claim is payable, we will pay the benefit pursuant to the Beneficiary designation or the terms of the Policy, except in the following situations:

1. the Beneficiary is a minor. If the Beneficiary is a minor, we may pay the benefit: (a) into a retained asset account in the minor's name that can be accessed by the minor when he or she reaches the age of majority; or (b) to the minor's court appointed guardian or conservator or other party appointed by a court to be responsible for the minor's property or estate;
2. the person to receive the benefit is not competent. If the person to receive the benefit is not competent, we will pay the claim to the person's court appointed guardian or conservator or other party appointed by a court to be responsible for the person's property or estate; 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 the benefit to your estate.

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 Method A or B below. Any decision to pay a benefit, prior to the appointment of the appropriate person designated in items 1, 2, or 3 above, is solely at our discretion, and we may choose to pay no amount under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to \$2,000 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 Spouse, up to a cumulative amount of \$5,000; or
- if you have no 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.

The death benefit may be paid by a method other than a lump sum and may include any method of payment available to us. The available methods of payment will be based on the benefit options offered by us at the time of election, and will include making payment through a retained asset account as permitted by applicable state law.

6. GENERAL PROVISIONS

AGENCY

Can the Policyholder or third party administrator act as our agent?

For all purposes of the Policy, the Policyholder or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

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 can transfer ownership of your Retired Employee Basic Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible retired employee are transferred to the assignee. The assignee can make any change the Policy allows, consistent with the assignment, such as a change of Beneficiary.

Any assignment must be in Writing and on file with the Policyholder and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Policyholder's plan whether or not this Policy is specified in the assignment. If we have taken any action or made payment prior to receiving notice of the assignment, the assignment will not affect any action or payment by us. We will not be responsible for the legal, tax or other effects of any assignment.

BENEFICIARY

How can you change your Beneficiary?

You can change your Beneficiary at any time, unless you have made an irrevocable Beneficiary designation or you have assigned your interest in your Retired Employee Basic Life Insurance to another person. Any request for change in Beneficiary must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with the Policyholder. It will take effect as of the date Signed. If we have taken any action or make payment before receiving notice of a change in Beneficiary, the change will not affect any action or payment made by us. The Beneficiary's consent is not required to change the beneficiary, unless the current beneficiary designation is irrevocable.

CLERICAL ERROR

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

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

- 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 which results in a Retired Employee failing to exercise any available Conversion Privilege options.

6. GENERAL PROVISIONS

CONFORMITY WITH STATUTES

What is the effect of Conformity with Statutes?

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

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 expense, have the right to have any insured with respect to whom a claim has been filed:

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

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

INCONTESTABILITY

What is the Incontestability Provision?

Except for non-payment of premium or claims incurred within two years of the effective date of your initial, increased, additional or reinstated insurance, no statement made by you 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 your lifetime. The statement must be contained in a form signed by you and provided to the Policyholder or to us.

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

INSURER'S AUTHORITY

What is our authority?

Sun Life has discretionary authority to make all final determinations regarding claims for benefits under the Policy. This discretionary authority includes, but is not limited to, the right to determine eligibility for benefits 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 a denial of a benefit, is conclusive and binding on all parties. Any court reviewing such a decision shall uphold it unless the claimant proves that it was arbitrary and capricious.

This provision applies only where the interpretation of this Policy is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.

6. GENERAL PROVISIONS

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?

No legal action may start:

- until 60 days after Proof has been given; or
- more than 3 years after the time Proof of claim 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.

MISSTATEMENT OF FACTS

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

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

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

NON-PARTICIPATING

Does the Policy participate in dividends?

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

PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

Does the payment of premiums guarantee coverage under the Policy?

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied. If we determine that you are not eligible for coverage, you should contact the Policyholder regarding the refund of premiums due, if any.

REIMBURSEMENT

What if a benefit is underpaid or overpaid?

Reimbursement will be made to us for any overpayments that we may make due to any reason.

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

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

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

6. GENERAL PROVISIONS

STATEMENTS

Are statements warranties?

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.

TIME PERIODS

What time periods apply to this Certificate?

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

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Term Basic Life Insurance Certificate

Non-Participating



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

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

SUMMARY PLAN DESCRIPTION

Plan Sponsor: DePauw University
313 S Locust St
Greencastle, IN 46135

Plan Administrator and Named Fiduciary :
DePauw University
313 S Locust St
Greencastle, IN 46135

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

Agent for Service of Legal Process for the Plan:

DePauw University
313 S Locust St
Greencastle, IN 46135

Service of Legal Process for Sun Life:
General Counsel
1 Sun Life Executive Park
Wellesley Hills, MA 02481

Employer Identification Number (EIN): 35-0869045

Plan Number: 502

End of Plan Year: December 31st

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

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

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

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

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

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

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

Your Rights under ERISA:

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

Receive Information About Your Plan and Benefits

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

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

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

Assistance with Your Questions

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