

# SUN LIFE ASSURANCE COMPANY OF CANADA

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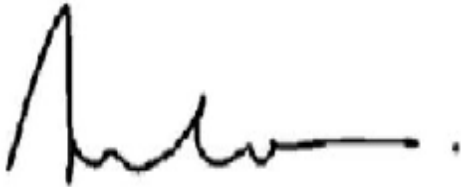
Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number:	921682-001
Policy Effective Date:	January 1, 2019
Policyholder:	Trustees of the Brotherhood of Locomotive Engineers and Trainmen Disability & Welfare Benefit Trust Fund
Issue State:	Ohio
Amendment Effective Date:	January 1, 2019

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.



Dean A. Connor  
President and Chief Executive Officer



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

**Group Basic Short Term Disability Income Insurance Certificate**  
**Non-Participating**



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## **Eligible Classes:**

All Engineer and Trainmen working in the United States who:

- are actively employed by an Employer who participates in the Brotherhood of Locomotive Engineer and Trainmen (BLET) Fund; and
- have contributions made on his behalf by the Employer to the BLET Fund; and
- who:
  - Initial Eligibility: have 7 starts in the preceding month with 1 start as a compensated Engineer.
  - Ongoing Eligibility: have at least 7 starts in the preceding month.

All Other Employees of a participating railroad working in the United States who:

- are actively employed by an Employer who participates in the Brotherhood of Locomotive Engineer and Trainmen (BLET) Fund; and
- who make contributions to the BLET Fund; and
- are regularly scheduled to work at least 32 hours per week.

All Employees working in the United States who:

- are actively employed by the BLET National Division who participates in the Brotherhood of Locomotive Engineer and Trainmen (BLET) Fund; or
- are actively employed by a BLET subordinate body that participates in the Brotherhood of Locomotive Engineer and Trainmen (BLET) Fund; and
- who make contributions to the BLET Fund; and
- are regularly scheduled to work at least 32 hours per week.

All Full-Time Representatives, Officers and Employees working in the United States who:

- are actively employed by the BLET General Committees of Adjustment and State Legislative Boards who participates in the Brotherhood of Locomotive Engineer and Trainmen (BLET) Fund; and
- who make contributions to the BLET Fund; and
- are regularly scheduled to work at least 32 hours per week.

All Full-Time United States Employees of the BLET Fund who make contributions to the BLET Fund and who are regularly scheduled to work at least 32 hours per week.

## **Eligibility Waiting Period:**

### **Engineers and Trainmen**

7 starts in the preceding month with 1 start as a compensated Engineer

### **All Other Eligible Employees**

Until the February 1st or August 1st following your date of employment, whichever is earlier

## 1. BENEFIT HIGHLIGHTS

**Classification: All Eligible Engineers and Trainmen with 7 or more starts in the preceding month with 1 start as a compensated Engineer**

### **Option I**

If you enroll for this Option, your disability income insurance will be based on the following:

**Benefit:**

100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

**Maximum Benefit:**

\$300

**Minimum Benefit:**

None

**Elimination Period:**

21 days

**Maximum Benefit Duration:**

52 weeks

**Total Weekly Earnings:**

Your basic weekly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid entirely by the Employer. This is your Non-contributory Insurance.

**The following Additional Benefit(s) are included:**

Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

**Classification: All Eligible Engineers and Trainmen with 7 or more starts in the preceding month with 1 start as a compensated Engineer**

### **Option II**

If you enroll for this Option, your disability income insurance will be based on the following:

**Benefit:**

100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

**Maximum Benefit:**

\$402

**Minimum Benefit:**

None

**Elimination Period:**

21 days

**Maximum Benefit Duration:**

52 weeks

**Total Weekly Earnings:**

Your basic weekly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is shared by both you and the Employer. You pay for the cost in excess of Option I. This is your Contributory Insurance.

**The following Additional Benefit(s) are included:**

Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

**Classification: All Eligible Executives of the BLET Fund, Officers of a participating subordinate body of BLET (including the Full-Time Chairman, Secretary and General Chairman; Employees of the BLET National Division (Cleveland), BLET Representatives, Officer of BLET General Committees of Adjustment and State Legislative Boards and Employees of the BLET Fund**

If you enroll for this Option, your disability income insurance will be based on the following:

**Benefit:**

100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

**Maximum Benefit:**

\$402

**Minimum Benefit:**

None

**Elimination Period:**

21 days

**Maximum Benefit Duration:**

52 weeks

**Total Weekly Earnings:**

Your basic weekly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid for by you. This is your Contributory Insurance.

**The following Additional Benefit(s) are included:**

Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

**Classification: All Eligible Engineers and Trainmen with at least 7 starts in the preceding month with no starts as a compensated Engineer**

### **Option I**

If you enroll for this Option, your disability income insurance will be based on the following:

**Benefit:**

100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

**Maximum Benefit:**

\$300

**Minimum Benefit:**

None

**Elimination Period:**

21 days

**Maximum Benefit Duration:**

52 weeks

**Total Weekly Earnings:**

Your basic weekly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid for by you. This is your Contributory Insurance.

**The following Additional Benefit(s) are included:**

Waiver of Premium

## 1. BENEFIT HIGHLIGHTS

**Classification: All Eligible Engineers and Trainmen with at least 7 starts in the preceding month with no starts as a compensated Engineer**

### **Option II**

If you enroll for this Option, your disability income insurance will be based on the following:

**Benefit:**

100% (Benefit Percentage) of your Total Weekly Earnings

Benefits will be paid weekly.

**Maximum Benefit:**

\$402

**Minimum Benefit:**

None

**Elimination Period:**

21 days

**Maximum Benefit Duration:**

52 weeks

**Total Weekly Earnings:**

Your basic weekly earnings as reported by your Employer immediately before the first date your Total or Partial Disability begins. Total Weekly Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

If you are paid on an hourly basis, Total Weekly Earnings will be based on your hourly rate of pay, but will not exceed 40 hours per week.

**Contributions:**

The cost of your insurance is paid for by you. This is your Contributory Insurance.

**The following Additional Benefit(s) are included:**

Waiver of Premium



## 2. DEFINITIONS

**Accident** means an external event that an average person would consider sudden and unforeseeable and is independent of any illness, disease or other bodily malfunction.

A Disability caused by an Accident must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

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

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

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Accident or Sickness.

**BLET** means Brotherhood of Locomotive Engineers and Trainmen.

**Confined or Confinement** means confined to a Hospital or similar facility.

**Contributory Insurance** means insurance for which you pay all or part of the premium.

**Continuing Care** means you visit a Physician whose medical specialty is the most appropriate specialty to evaluate, manage or treat your Accident or Sickness and you receive care and Treatment as frequently as is Medically Necessary according to generally accepted medical standards.

**Deductible Sources of Income** means Other Income that is deducted from your Gross Benefit. This Policy does not have any Deductible Sources of Income.

**Disability and Disabled** means that you are Totally Disabled or Partially Disabled. If a particular occupation requires a certification or medical qualification, you will be considered Disabled if you are unable to obtain a certification or medical qualification due to conditions outlined in the commercial motor vehicle guidelines or published medical standards used by a participating Employer or the Federal Railroad Administration including but not limited to: a) color vision deficiency; b) hearing or vision acuity; c) seizures; or d) cardiac conditions; e) sleep apnea.

**Disability Earnings** means the income you receive from work performed while Partially Disabled. Disability Earnings does not include income you receive from work performed prior to your Disability, nor income that is not derived from work performed while Disabled.

**Drug and Alcohol Illness** means:

- alcoholism;
- the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance; or
- the use of prescription medications other than as prescribed by your Physician.

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

**Elimination Period** means the number of consecutive days of Disability, shown in the Benefit Highlights, which must be completed before we will pay you the benefit. No benefits will be paid to you for any portion of your Disability that occurs during your Elimination Period.

## 2. DEFINITIONS

**Employee** means a person who is:

- employed in the United States by an Employer who participates in the BLET Fund or is employed in the United States by the BLET Fund or any other subordinate body;
- a U.S. citizen or a U.S. resident;
- scheduled to work at least the minimum hours shown in the Benefit Highlights;
- paid regular earnings in accordance with applicable state and federal wage and hour laws; and
- has a legitimate federal tax identification number.

Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on 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** for the purposes of this Certificate means an entity who participates in the BLET Fund. Employer also means the BLET Fund or any other subordinate body.

**Enrollment Period** means the period of time each year not to exceed 60 days during which eligible Employees may elect, change, or cancel insurance under the Policy. The Enrollment Period cannot exceed 60 days or occur more than twice in any 12-month period, unless we agree in Writing.

**Full-time Basis** means you are or have the capacity to perform the Material and Substantial Duties of your Regular Occupation for the number of hours you normally performed your Regular Occupation prior to your Disability.

If you normally performed your Regular Occupation in excess of 40 hours per week, we will consider you as being able to perform that requirement if you work or have the capacity to work 40 hours per week.

**Fund** means the Brotherhood of Locomotive Engineers and Trainmen Disability & Welfare Benefit Trust Fund.

**Furlough** means that for a period of time you have been instructed by your Employer in Writing to temporarily not report to work and you are not receiving income from your Employer. Your normal vacation time is not considered a Furlough.

**Gross Benefit** means your benefit before reductions for any Deductible Sources of Income or Disability Earnings.

**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 skilled nursing facility, an extended care facility, a place of convalescence, rehabilitative care, custodial care or a place primarily for the treatment of drug addiction or alcoholism.

**Leave of Absence** means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

**Material and Substantial Duties** means the essential tasks, functions, skills or responsibilities required by employers generally for the performance of your Regular Occupation. Material and Substantial Duties does not include any tasks, functions, skills or responsibilities that could be reasonably modified or omitted from your Regular Occupation.

**Medically Necessary** means the Treatment, services or supplies necessary and appropriate for the diagnosis or Treatment of an Accident or Sickness based upon generally accepted medical standards.

## 2. DEFINITIONS

**Mental Illness** means any Sickness, disease or disorder, including those which are the result in any way of a genetic, chemical, organic or biological cause, which:

- is medically classified or considered, whether in whole or in part, to be a psychological, behavioral or emotional condition in accordance with the most recent Diagnostic Statistical Manual;
- is manifested by psychological distress or impaired social functioning, or both; and
- is treated by or dealt with, in whole or in part, through psychotherapeutic or sociotherapeutic methods or by medication which is intended to alter or affect emotions, behavior or thought content.

Mental Illness includes, but is not limited to:

- anxiety and panic;
- somatoform disorders;
- mood disorders, including depression and bipolar disorder (manic depression);
- dissociative disorders and schizophrenia; and
- personality and eating disorders.

This listing is intended to present examples of Mental Illness and shall not be taken or construed as a limitation of the term as it is defined above.

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

**Non-deductible Sources of Income** means Other Income that is not deducted from your Gross Benefit. Non-deductible Sources of Income include:

- Income from:
  - 401(k) plans;
  - 403(b) plans;
  - profit sharing plans;
  - thrift plans;
  - tax sheltered annuities;
  - stock ownership plans;
  - non-qualified plans of deferred compensation;
  - pension plans for partners;
  - military pension plans;
  - credit disability insurance;
  - franchise disability income plans;
  - a retirement plan from another employer;
  - Individual Retirement Accounts (IRA);
  - vacation pay;
  - holiday pay;
  - any amount you receive under any individual or association disability income policy;
- any disability income benefits you receive from the Veterans Administration;
- disability or retirement benefits under the United States Social Security Act;
- benefits under The Railroad Retirement Act;
- sick leave;
- salary continuation;
- any disability income benefits you receive under an Employer's Retirement Plan;
- any Retirement Plan benefits;
- benefits under Workers' Compensation Law, Occupational Disease Law, Unemployment Compensation Law, Federal Employment Liability Act, or any other act or law of like intent;
- state mandated disability income plans;
- an automobile insurance policy providing disability wage loss benefits;
- benefits under The Jones Act; Title 46 US Code, section 30104;

## 2. DEFINITIONS

- any labor management trustee, union or employee benefit plans;
- any disability income benefits under any governmental retirement system as a result of your job with an Employer.

**Other Income** means those benefits or sources of income that are provided or available while you are receiving a benefit under the Policy. Other Income includes Deductible Sources of Income and Non-deductible Sources of Income.

**Own Job** means the specific job or position you are performing for your Employer immediately prior to the first date your Period of Disability commences.

**Partial Disability and Partially Disabled** means you:

- are unable to perform the Material and Substantial Duties of your Regular Occupation on a Full-time Basis; and
- have Disability Earnings of less than 80% of your Total Weekly Earnings.

The Disability must be the material and substantial factor in causing the earnings loss.

A Partial Disability must be caused by an Accident or Sickness and must commence while you are insured under the policy.

**Participation in a Riot, Rebellion or Insurrection**, the words "Participation" and "Riot" in this phrase mean: Participation includes promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but will not include actions taken in defense of public or private property, or actions taken in your own defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to, police officers and firefighters.

Riot includes all forms of public violence, disorder, or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to person or property or unlawful act or acts is the intent or the consequence of such disorder.

**Period of Disability** means the number of consecutive days that you are Disabled beginning with the first day you are Disabled and under the Continuing Care of a Physician for the Accident or Sickness causing your Disability.

**Physician** means an individual 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 to prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by 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. "Family member" means: (a) your Spouse or domestic partner and (b) the following relatives of you or your Spouse or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother; (6) sister; (7) aunt; (8) uncle; (9) first cousin; (10) nephew or niece. This includes adopted, in-law and step-relatives.

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

**Policyholder** means the entity to which the Policy is issued.

**Prior Policy** means the plan of disability income insurance provided through or sponsored by the Fund and under which you were insured on the day before January 1, 2019. Prior Policy includes an uninsured disability income plan of the Fund.

**Proof** means any medical, financial, or other information that we require to make a claim determination.

**Regular Occupation** means the occupation you are performing immediately prior to the first date your Period of Disability commences. Regular Occupation is deemed to mean Own Job.

## 2. DEFINITIONS

**Retirement Plan** means a program that provides retirement benefits to Employees and is not funded wholly by Employee contributions. Retirement Plan does not include:

- a profit-sharing plan;
- a thrift plan;
- a deferred compensation plan;
- a non-qualified pension plan;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- a salary reduction plan (401(k), 403(b) or like plan);
- a Keogh plan (HR-10) with respect to Partners;
- an Employee Stock Ownership Plan (ESOP); or
- any amount rolled over or transferred to any other retirement plan as defined in Section 402 of the Internal Revenue Code.

**Sickness** means disease or illness, Mental Illness, Drug and Alcohol Illness or pregnancy. A Disability caused by a Sickness must:

- occur while covered under the Policy; and
- not otherwise be excluded under the Policy.

**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.

**Total Disability and Totally Disabled** means you are unable to perform the Material and Substantial Duties of your Regular Occupation.

Total Disability must be caused by an Accident or Sickness and must commence while you are insured under the Policy.

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

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

**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 an Employee who is eligible for insurance under the Policy.

### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

#### **When are you eligible for insurance?**

You are initially eligible for insurance on the latest of:

- January 1, 2019;
- the date your Eligibility Waiting Period ends; or
- the date you first are Actively at Work in an Eligible Class.

#### **When must you enroll for Contributory insurance?**

You must enroll within 60 days of the date you are initially eligible.

If you decide later you want to enroll for insurance, you will not be allowed to enroll until the next Enrollment Period.

#### **When does your insurance start?**

For Non-Contributory Insurance, your insurance starts on the date you are eligible, if you are Actively at Work on that date.

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

For Contributory Insurance, your insurance starts on the later of the date:

- you are eligible; and
- you enroll and agree to make any required contribution toward the cost of insurance; and you are Actively at Work on that date.

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

#### **When can you make changes in your insurance?**

You may request a change in your benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

#### **When does a change in your insurance start?**

If you are Actively at Work, any increase in insurance or benefits will start:

- on the February 1st or on the August 1st following the date of change, when you elect a different Plan Option; or
- on the date of change, for an increase in your Total Weekly Earnings.

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

Whether or not you are Actively at Work, any decrease in insurance or benefits will start:

- on the date of change, when you terminate a Plan Option; or
- on the date of change, for a decrease in your Total Weekly Earnings.

Any change is subject to all the terms of the Policy.

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

If you are rehired by your Employer within 3 months of the date your employment ends, your insurance may be reactivated. Your reactivated insurance will:

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

If you had partially satisfied your Eligibility Waiting Period prior to your termination of employment, your previous time employed with your Employer will count towards completion of your Eligibility Waiting Period. Your Eligibility Date will be the later of the date you are rehired or the day after you complete the Eligibility Waiting Period.

If you are rehired by your Employer 3 months or later after the date your employment terminates, your coverage will not be reactivated. You will be eligible for insurance on the day after you complete a new Eligibility Waiting Period.

### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS

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

#### **When does your insurance end?**

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

- the date the Policy terminates;
- the last day of the period for which any required premium has been paid for your insurance or any part of your insurance; or
- the date you die.

Your insurance will also end when any of the following occur, but coverage may be extended subject to any allowed continuation as specified in the Insurance Continuation section:

- the date you are no longer in an Eligible Class;
- the date you enter active duty in any armed service;
- the date you retire;
- the date your class is no longer included for insurance;
- the date you cease to be a member of the Brotherhood of Locomotive Engineers and Trainmen; or
- the last day you are Actively at Work.

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

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

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

A new Eligibility Waiting Period will not apply.

Your reinstated insurance will be subject to all the terms and provisions of the Policy.

## 4. BENEFIT PROVISIONS

### **What is the disability income benefit?**

Disability income benefits are benefits paid to you to partially replace your income if you become Disabled while insured.

### **When do disability income benefits become payable?**

We will pay you a benefit as calculated below, for a Period of Disability, subject to all the terms of the Policy if you:

- send Proof to us that you have become Disabled;
- are insured under the Policy at the time your Disability commences; and
- have completed your Elimination Period shown in the Benefit Highlights.

### **How is the benefit calculated for a Total Disability?**

To determine the benefit we will pay each week you are Totally Disabled take the lesser of:

- the Benefit Percentage multiplied by your Total Weekly Earnings; or
- the Maximum Benefit you elected.

The result is your Total Disability benefit.

### **How is the benefit calculated for a Partial Disability?**

To determine the benefit we will pay while you are Partially Disabled, add your Disability Earnings to your Gross Benefit for a Total Disability.

If the calculation above is more than 100% of your Total Weekly Earnings, subtract the amount in excess of 100% from your benefit for a Total Disability. The result is your benefit for a Partial Disability.

If the calculation above is 100% or less than your Total Weekly Earnings, your benefit for a Partial Disability is the same as your benefit for a Total Disability.

### **When is the benefit paid?**

The benefit will be paid as follows:

- benefits will be paid weekly following your Elimination Period as specified in the Benefit Highlights; and
- for each day for which a benefit is payable, the amount paid will be equal to 1/7<sup>th</sup> of the benefit.

### **What happens if you return to full-time work and become Disabled again?**

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

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

You will not have to complete a new Elimination Period.

Your benefit will be subject to the same terms and conditions as were applicable to the original Disability.

Your benefit will not continue if:

- your coverage under the Policy terminates; or
- you become eligible for coverage under any other group disability income policy.

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

### **When does your benefit end?**

Your benefit will end on the earliest of the date:

- you do not submit to any medical examination or clinical assessment requested by us;
- we determine you are no longer Disabled, even if you choose not to work;
- you reach the end of your Maximum Benefit Duration;
- you do not provide Proof to us that you continue to be Disabled; or
- you do not provide Proof that your earnings loss is a direct result of your Disability.



#### **4. BENEFIT PROVISIONS**

In addition to the circumstances shown above, your benefit is subject to termination as otherwise stated under the terms and conditions of the Policy.

However, if both Sun Life and the Employee's Physician agree that the Employee may return to work, but the employing railroad refuses to return the Employee to work because of the Disability, an independent Physician mutually selected by the Employee and BLET may be sought as to the extent of the Employee's Disability and Sun Life agrees to assume the cost of the medical review and be governed by that opinion.

## 5. ADDITIONAL BENEFITS

You are insured for the additional benefits shown below provided you:

- are eligible for those benefits;
- are enrolled for those benefits; and
- have agreed to make the required contribution for those benefits.

These additional benefits are subject to all the terms and conditions of the Policy. In addition to the termination provisions shown in the Eligibility, Effective Dates and Terminations section, termination provisions specific to an additional benefit are shown in this section.

### **WAIVER OF PREMIUM**

#### **Are you required to pay premiums while you are Disabled?**

We will waive the premium payments for your insurance under the Policy beginning the first of the month following completion of your Elimination Period. The waiver will continue as long as benefits are payable under the Policy. If the Policy is in force when your Disability ends, you will remain insured if you return to an Actively at Work status in an Eligible Class and premium payments for your insurance under the Policy are made on the first of the month following the date you are no longer Disabled.

## 5. ADDITIONAL BENEFITS

## 6. EXCLUSIONS AND LIMITATIONS

### **What are the exclusions?**

No benefit is payable to you under the Policy for any Period of Disability or other loss for which benefits are payable that is caused by, contributed to in any way or resulting from:

- intentionally self-inflicted injuries;
- war or any act of war or your active duty in any armed service during a time of war (this does not include acts of terrorism);
- your active Participation in a Riot, Rebellion or Insurrection; or
- your committing or attempting to commit an assault, felony or other criminal act.

### **What are the limitations?**

No benefit is payable to you for any Period of Disability or other loss:

- while you are not under the Continuing Care of a Physician for the Accident or Sickness causing your Disability, unless you have reached your maximum point of recovery and are still Disabled;
- for any period you do not submit to any medical examination or clinical assessment requested by us; or
- for any Period of disability during which you are incarcerated.

### **Is a limited benefit payable for a Disability due to Mental Illness?**

If a Period of Disability is caused by, contributed to in any way or resulting from Mental Illness, the benefit will be paid for not more than two periods of Disability for up to 13 weeks in a 3 year period.

### **Is a limited benefit payable for a Disability due to Drug and Alcohol Illness?**

If a Period of Disability is caused by, contributed to in any way or resulting from Drug and Alcohol Illness, the benefit will be paid for not more than:

- two periods of Disability for up to 6 weeks for both in-patient and out-patient care in a 3 year period;
- up to 30 days for each 3 year period of out-patient treatment following in-patient confinement

During your Disability, we may require you to participate in an alcohol, drug or substance abuse or addiction recovery program recommended by a Physician.

Disability benefits due to a Drug or Alcohol Illness will terminate on the earliest of:

- the date you meet the limitation requirements as described above;
- the date you cease or refuse to participate in the recovery program referred to above; or
- the date you complete such recovery program.

## 7. CLAIMS

### **How is a claim submitted?**

To submit a claim, you or someone on your behalf must send us Written notice and Proof of claim on our form within the time limits specified. The Fund has the notice and Proof of claim forms.

### **NOTICE OF CLAIM**

#### **When does Written notice of claim have to be submitted?**

Written notice of claim must be given to us:

- for a disability, no later than 30 days after you cease to be Actively at Work or within 30 days after the termination of the Policy, if earlier.

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 you do not receive the forms within 15 days after Written notice of claim is sent, you may send Proof of claim to us without waiting to receive the claim forms.

### **PROOF OF CLAIM**

#### **When does Written Proof of claim have to be submitted?**

Proof of claim must be given to us:

- for a disability, no later than 90 days after the end of your Elimination Period.

If requested Proof is not provided, your claim will be denied.

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 or disability;
- the date the loss or disability occurred;
- the cause of the loss or disability;
- evidence demonstrating the disability and should include at least Hospital records, Physician records, psychiatric records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as appropriate for the disabling condition;
- police reports;
- incidence reports from your Employer;
- payroll records from your Employer; and
- copies of your wage or earnings statements.

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

Proof of your continued Disability and regular and Continuing Care must be given to us within 90 days of the request for Proof.

Proof must be satisfactory to us.

### **PAYMENT OF BENEFITS**

#### **When are benefits payable?**

Benefits payable for any loss, other than loss for which periodic payments are made, are payable immediately upon, or within 30 days after our receipt of Proof of the claim. Benefits for loss for which periodic payments are made are payable not less frequently than monthly. Any balance remaining unpaid at termination of liability will be paid immediately upon receipt of such Proof.

## 7. CLAIMS

Benefits are based on the coverage that is in force on the date you are Disabled. Any change to the Policy will not affect a payable claim that occurs prior to the change.

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

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

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

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond and provide the requested 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 stating:

- 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) , if applicable, following an adverse determination on review; and
- 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.

### **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 stating:

- 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;

## 7. CLAIMS

- your right to bring a civil action under ERISA, §502(a), if applicable;
- 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 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.”

### **To whom are benefits payable?**

All benefits payable during your lifetime are payable to you except in the following situations:

- you are a minor. In such case, claim may be made by your duly appointed guardian, conservator or committee and we will pay to such person or persons;
- due to physical or mental incapacity, you cannot, in our judgment, give us a valid receipt for payments. In such case, claim may be made as described above; or
- 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 benefits as defined in the Benefit Provisions section of the Certificate.

If we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either or both Methods A or B below. Any decision to pay any benefits, prior to the appointment of the appropriate person designated (as shown above), is solely at our discretion, and we may choose to pay no amounts under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to the sum of \$5,000 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your 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:
  - first, your child or children;
  - then, your mother or father.

## 8. INSURANCE CONTINUATION

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

If you are absent due to Accident or Sickness, your insurance will be continued during the Elimination period.

While the Policy is in force and subject to the conditions stated in the Policy, you may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to The Fund for any of the following reasons and durations:

- Leave of Absence – up to 1 month
- Furlough – up to 1 month
- Vacation - based on the Fund's policy, not to exceed 3 months.

You should contact the Fund for more details.

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

While the Policy is in force, you may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), as amended. You should contact the Fund for more details.

## 9. CONTINUITY OF COVERAGE

### **What happens if the Fund replaces other insurance with the Policy?**

If the Fund replaces insurance provided by the Prior Policy with the insurance provided by the 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 Policy.

### **What if you are not Actively at Work when the Fund replaces your Prior Policy with the Policy?**

You will be covered under the Policy if you are not Actively at Work on January 1, 2019 and:

- you were insured under the Prior Policy on the day before January 1, 2019;
- 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 Disabled and were never Actively at Work while covered under the Policy, any benefit payable will be the lesser of:

- the weekly benefit payable under the Policy; or
- the weekly benefit payable under the Prior Policy had it remained in force.

### **Does the Eligibility Waiting Period apply when the Fund replaces the Prior Policy with the Policy?**

We will apply any period of time satisfied under the Prior Policy to meet the requirements of the Eligibility Waiting Period toward the satisfaction of the period of time required by the Policy's Eligibility Waiting Period.



## 10. GENERAL PROVISIONS

### AGENCY

#### **Can the Policyholder, Employer or third party administrator act as our agent?**

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed our agent.

### ALTERATION

#### **Who can alter the Policy?**

The only persons with the authority to alter or modify the Policy 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 benefit payments be assigned?**

You cannot assign any interest in the Policy unless we agree in Writing to such an assignment. We have the right to determine the extent to which any assignment will be honored and the priority of such assignment. We do not assume any responsibility for the validity or sufficiency of any assignment. Any payments made under such assignment after consented to by us will discharge our liabilities under the Policy, to the extent of such payments.

### CLERICAL ERROR

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

Clerical errors in the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or a participating Employer:

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error, subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder which result in an Employee:

- not enrolling for insurance within required time limits;
- failing to request increased amounts of insurance within required time limits;
- failing to provide any required Evidence of Insurability; or
- failing to exercise any available Insurance Continuation options.

### 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, unless 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.

## 10. GENERAL PROVISIONS

### EXAMINATION

#### **What are our examination rights?**

We, at our expense, have the right to have any person, whose Disability is the basis of a claim:

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

This right may be used as often as we determine necessary. Unless authorized by the examining Physician, the examination may not be recorded nor may another person be present during the examination.

### INCONTESTABILITY

#### **What is the Incontestability provision?**

Except for non-payment of premium, fraud or any claims incurred within two years of the effective date of 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.

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

### LEGAL PROCEEDINGS

#### **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.

### 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 Employer or 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.

## 10. GENERAL PROVISIONS

### 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 the benefit under the Policy all Policy requirements must be satisfied.

If we determine that you are not eligible for coverage, you should contact the Fund 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.

### STATEMENTS

#### **Are statements warranties?**

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim unless a copy of your Written application for insurance is or has been given to you or 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 Basic Short Term Disability Income Insurance Certificate  
Non-Participating**



**THIS IS THE END OF THE CERTIFICATE.  
THE FOLLWING IS ADDITIONAL INFORMATION.**

## ERISA INFORMATION

THIS SUMMARY PLAN DESCRIPTION IS EXPRESSLY MADE PART OF THE TRUSTEES OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND TRAINMEN DISABILITY & WELFARE BENEFIT TRUST FUND DISABILITY INSURANCE PLAN AND IS LEGALLY ENFORCEABLE AS PART OF THE PLAN WITH RESPECT TO ITS TERMS AND CONDITIONS. IN THE EVENT THERE IS NO OTHER PLAN DOCUMENT, THIS DOCUMENT SHALL SERVE AS A SUMMARY PLAN DESCRIPTION AND SHALL ALSO CONSTITUTE THE PLAN.

### NAME AND ADDRESS OF EMPLOYER

Trustees of the Brotherhood of Locomotive Engineers and Trainmen Disability & Welfare Benefit Trust Fund

National Division  
7061 E. Pleasant Valley Road  
Independence, OH 44131  
216-241-2630

**EMPLOYER IDENTIFICATION NUMBER:** 30-0262584

### NAME AND ADDRESS OF PLAN ADMINISTRATOR

Cornerstone Benefits Management  
22333 Classic Court  
Lake Barrington, IL 60010  
224-848-4941

PLAN NUMBER	COVERAGE	PLAN NAME
501	Disability Income Insurance: Short Term Benefits	BLET Disability and Welfare Benefit Trust Fund

### TYPE OF ADMINISTRATION

The above listed benefits are insured by Sun Life Assurance Company of Canada.

Sun Life is liable for any benefits under the Plan. The group policy specifies the time when and the circumstances under which Sun Life is liable for Disability Income Insurance: Short Term Benefits.

### AGENT FOR SERVICE OF LEGAL PROCESS

For disputes arising under the Plan, service of legal process may be made upon the Plan administrator at the above address. For disputes seeking payment of benefits, service of legal process may be made upon Sun Life by serving Sun Life's designated agent to accept service of process.

## **ELIGIBILITY FOR INSURANCE; DESCRIPTION OR SUMMARY OF BENEFITS**

Your Sun Life certificate describes the eligibility requirements for insurance provided by Sun Life under the Plan. It also includes a detailed description of the insurance provided by Sun Life under the Plan.

## **PLAN TERMINATION OR CHANGES**

The group policy sets forth those situations in which the Employer and/or Sun Life have the rights to end the policy.

The Employer reserves the right to change or terminate the Plan at any time. Therefore, there is no guarantee that you will be eligible for the insurance described herein for the duration of your employment. Any such action will be taken only after careful consideration.

Your consent or the consent of your beneficiary is not required to terminate, modify, amend, or change the Plan.

In the event Your insurance ends in accordance with the ELIGIBILITY, EFFECTIVE DATES AND TERMINATIONS section of Your certificate, you may still be eligible to receive benefits. The circumstances under which benefits are available are described in Your Sun Life certificate.

## **PLAN YEAR**

The Plan's fiscal records are kept on a Plan year basis beginning each January 1st and ending on the following December 31st.

## **QUALIFIED DOMESTIC RELATIONS ORDERS/QUALIFIED MEDICAL CHILD SUPPORT ORDERS**

You and your beneficiaries can obtain, without charge, from the Plan Administrator a copy of any procedures governing Qualified Domestic Relations Orders (QDRO) and Qualified Medical Child Support Orders (QMCSO).

## **CLAIMS INFORMATION**

### **Disability Benefits Claims**

#### **Routine Questions**

If there is any question about a claim payment an explanation may be requested from the Plan Administrator who is usually able to provide the necessary information.

#### **Claim Submission**

For claims for disability benefits, the claimant must report the claim to Sun Life and, if requested, complete the appropriate claim form. The claimant must also submit the required proof as described in the CLAIMS section of the certificate.

Claim forms requested by Sun Life must be submitted in accordance with the instructions on the claim form.

#### **Initial Determination**

After you submit a claim for disability benefits to Sun Life, Sun Life will review your claim and notify you of its decision to approve or deny your claim.

Such notification will be provided to you within a reasonable period, not to exceed 45 days from the date you submitted your claim; except for situations requiring an extension of time because of matters beyond the control of the Plan, in which case Sun Life may have up to two (2) additional extensions of 30 days each to provide you such notification. If Sun Life needs an extension, it will notify you prior to the expiration of the initial 45 day period (or prior to the expiration of the first 30 day extension period if a second 30 day extension period is needed), state the reason why the extension is needed, and state when it will make its determination. If an extension is needed because you did not provide sufficient information or filed an incomplete claim, the time from the date of Sun Life's notice requesting further information and an extension until Sun Life receives the requested information does not count toward the time period Sun Life is allowed to notify you as to its claim decision. You will have 45 days to provide the requested information from the date you receive the extension notice requesting further information from Sun Life.

If Sun Life denies your claim in whole or in part, the notification of the claims decision will state the reason why your claim was denied and reference the specific Plan provision(s) on which the denial is based. If the claim is denied because Sun Life did not receive sufficient information, the claims decision will describe the additional information needed and explain why such information is needed. Further, if an internal rule, protocol, guideline or other criteria was relied upon in making the denial, the claims decision will state the rule, protocol, guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge.

### **Appealing the Initial Determination**

If Sun Life denies your claim, you may appeal the decision. Upon your written request, Sun Life will provide you free of charge with copies of documents, records and other information relevant to your claim. You must submit your appeal to Sun Life at the address indicated on the claim form within 180 days of receiving Sun Life's decision. Appeals must be in writing and must include at least the following information:

- Name of Employee
- Name of the Plan
- Reference to the initial decision
- An explanation why you are appealing the initial determination

As part of your appeal, you may submit any written comments, documents, records, or other information relating to your claim.

After Sun Life receives your written request appealing the initial determination, Sun Life will conduct a full and fair review of your claim. Deference will not be given to the initial denial, and Sun Life's review will look at the claim anew. The review on appeal will take into account all comments, documents, records, and other information that you submit relating to your claim without regard to whether such information was submitted or considered in the initial determination. The person who will review your appeal will not be the same person as the person who made the initial decision to deny your claim. In addition, the person who is reviewing the appeal will not be a subordinate of the person who made the initial decision to deny your claim. If the initial denial is based in whole or in part on a medical judgment, Sun Life will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. This health care professional will not have consulted on the initial determination, and will not be a subordinate of any person who was consulted on the initial determination.

Sun Life will notify you in writing of its final decision within a reasonable period of time, but no later than 45 days after Sun Life's receipt of your written request for review, except that under special circumstances Sun Life may have up to an additional 45 days to provide written notification of the final decision. If such an extension is required, Sun Life will notify you prior to the expiration of the initial 45 day period, state the reason(s) why such an extension is needed, and state when it will make its determination. If an extension is needed because you



did not provide sufficient information, the time period from Sun Life's notice to you of the need for an extension to when Sun Life receives the requested information does not count toward the time Sun Life is allowed to notify you of its final decision. You will have 45 days to provide the requested information from the date you receive the notice from Sun Life.

If Sun Life denies the claim on appeal, Sun Life will send you a final written decision that states the reason(s) why the claim you appealed is being denied and references any specific Plan provision(s) on which the denial is based. If an internal rule, protocol, guideline or other criteria was relied upon in denying the claim on appeal, the final written decision will state the rule, protocol guideline or other criteria or indicate that such rule, protocol, guideline or other criteria was relied upon and that you may request a copy free of charge. Upon written request, Sun Life will provide you free of charge with copies of documents, records and other information relevant to your claim.

### **Discretionary Authority of Plan Administrator and Other Plan Fiduciaries**

In carrying out their respective responsibilities under the Plan, the Plan administrator and other Plan fiduciaries shall have discretionary authority to interpret the terms of the Plan and to determine eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Any interpretation or determination made pursuant to such discretionary authority shall be given full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

### **STATEMENT OF ERISA RIGHTS**

The following statement is required by federal law and regulation.

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 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, all Plan documents, including insurance contracts 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 copies of the latest annual report (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare 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 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a 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 from 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 any 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, D.C. 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.

## **FUTURE OF THE PLAN**

It is hoped that the Plan will be continued indefinitely, but Brotherhood of Locomotive Engineers and Trainmen reserves the right to change or terminate the Plan in the future. Any such action would be taken only after careful consideration.

The Trustees of the Brotherhood of Locomotive Engineers and Trainmen Disability & Welfare Benefit Trust Fund shall be empowered to amend or terminate the Plan or any benefit under the Plan at any time.