

State: Arkansas Filing Company: Sun Life Assurance Company of Canada  
TOI/Sub-TOI: H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan  
Product Name: Stop Loss  
Project Name/Number: SL Revision 2012/

### Filing at a Glance

Company: Sun Life Assurance Company of Canada  
Product Name: Stop Loss  
State: Arkansas  
TOI: H12 Health - Excess/Stop Loss  
Sub-TOI: H12.004 Self-Funded Health Plan  
Filing Type: Form  
Date Submitted: 07/19/2012  
SERFF Tr Num: SNLF-128579289  
SERFF Status: Closed-Approved  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: SL REVISION 2012

#### Implementation

Date Requested:  
Author(s): Margaret Carvalho, Thomas Miele, Christopher McAuliffe, Pat Squillacioti, Marion Pagluica, Lori Chilcote, Pauline Michaud, Ellen Thibodeau, Linda Murphy, Stacy Amos  
Reviewer(s): Donna Lambert (primary)  
Disposition Date: 07/19/2012  
Disposition Status: Approved  
Implementation Date:

State Filing Description:

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General Information

Project Name: SL Revision 2012 Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer Overall Rate Impact:
Filing Status Changed: 07/19/2012
State Status Changed: 07/19/2012 Deemer Date:
Created By: Lori Chilcote Submitted By: Lori Chilcote
Corresponding Filing Tracking Number:

Filing Description:
Sun Life Assurance Company of Canada
NAIC # 549-80802
FEIN # 38-1082080

- RE: Forms Submitted for Approval
07-SL REV 7-12 - Stop Loss Policy
07-SL-DEF REV 7-12 - Definitions
07-SL-CT REV 7-12 - Clinical Trials
07-SL- ELIG REV 7-12 - Expenses Eligible for Reimbursement
07-SL-LAE REV 712 - Limitations and Exclusions
07-SL- CLAIM REV 712 - Claim Provisions
07-SL-YRAR REV 7-12 - Your Rights and Responsibilities
07-SL-ORAR REV 7-12 - Our Rights and Responsibilities
07-SL-GP REV 7-12 - General Provisions
07-SL-SUNEXCEL REV 712 - Transplant Benefit
12-SL-E-01 - Policy Endorsement

Dear Sir or Madam:

We submit the above referenced forms for your review and approval. These forms are new and replace other forms previously approved by your Department as described below. These forms are intended to comply with all applicable laws, rules, bulletins and published guidelines of your state. They are submitted in final print format, subject only to minor variations in color, paper stock, duplexing, shading, fonts and positioning.

These forms have been submitted to our domiciliary state of Michigan and are pending approval.

- New Form Replaces
07-SL REV 7-12 07-SL
07-SL-DEF REV 7-12 07-SL-DEF
07-SL-CT REV 7-12 07-SL-CT rev.
07-SL- ELIG REV 7-12 07-SL- ELIG rev.
07-SL-LAE REV 712 07-SL-LAE rev.

**State:** Arkansas      **Filing Company:** Sun Life Assurance Company of Canada  
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07-SL- CLAIM REV 712 07-SL- CLAIM rev.  
07-SL-YRAR REV 7-12 07-SL-YRAR  
07-SL-ORAR REV 7-12 07-SL-ORAR  
07-SL-GP REV 7-12 07-SL-GP rev 6-10  
07-SL-SUNEXCEL REV 712 07-SL-SUNEXCEL rev.

07-SL REV 7-12, et al - Stop Loss Policy (and replacement insert pages)

This policy including its insert pages provide some revisions to specific stop loss coverage for employers who self-fund their employees' health benefit plan. These revisions make our contract language more clear and to:

- align claim practices with changes occurring in the industry (PPACA);
- provide services to assist our policyholders mitigate risks pertaining to their self funded plan

12-SL-E-01 - Policy Endorsement

This is an optional endorsement that will be used with self-funded policyholders who have agreed that certain limitations and exclusions will be removed from the Stop Loss Policy if all agreed upon conditions have been met.

The enclosed forms include brackets around the items that may vary. The bracketed items shown are the hypothetical values for the representative sample provided. The use of variability in the enclosed forms will be administered as described in the enclosed statements of variable material and in a uniform manner.

We also provide on an information basis a revised statement of variability for insert page; 07-SL-BEN-AGG to which we added additional variability. A copy of the insert page is provided for your reference.

These forms will not be mass marketed or solicited by mail. The forms will be marketed on a general basis by our group sales representatives, and will be marketed to employer groups, union groups and other groups allowed by the laws of your state.

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

## Company and Contact

### Filing Contact Information

Patricia Squillacioti, Compliance Consultant Patricia.Squillacioti@sunlife.com  
One Sun Life Executive Park      800-432-1102 [Phone] 4788 [Ext]  
Wellesley Hills, MA 02481      781-416-3970 [FAX]

### Filing Company Information

|                                      |                         |                             |
|--------------------------------------|-------------------------|-----------------------------|
| Sun Life Assurance Company of Canada | CoCode: 80802           | State of Domicile: Michigan |
| 175 Addison Road                     | Group Code: 549         | Company Type:               |
| Windsor, CT 06095                    | Group Name:             | State ID Number:            |
| (860) 737-1000 ext. [Phone]          | FEIN Number: 38-1082080 |                             |

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### Filing Fees

Fee Required? Yes  
Fee Amount: \$550.00  
Retaliatory? No  
Fee Explanation: 11 forms x \$50 = \$550  
Per Company: No

| Company                              | Amount   | Date Processed | Transaction # |
|--------------------------------------|----------|----------------|---------------|
| Sun Life Assurance Company of Canada | \$550.00 | 07/19/2012     | 61017963      |

|                             |   |                          |                                      |                            |                  |
|-----------------------------|---|--------------------------|--------------------------------------|----------------------------|------------------|
| <b>SERFF Tracking #:</b>    | SNLF-128579289  | <b>State Tracking #:</b> |                                      | <b>Company Tracking #:</b> | SL REVISION 2012 |
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b>   | Sun Life Assurance Company of Canada |                            |                  |
| <b>TOI/Sub-TOI:</b>         | H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan |                          |                                      |                            |                  |
| <b>Product Name:</b>        | Stop Loss   |                          |                                      |                            |                  |
| <b>Project Name/Number:</b> | SL Revision 2012/   |                          |                                      |                            |                  |

## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Donna Lambert | 07/19/2012 | 07/19/2012     |

**SERFF Tracking #:**

SNLF-128579289

**State Tracking #:****Company Tracking #:**

SL REVISION 2012

**State:**

Arkansas

**Filing Company:**

Sun Life Assurance Company of Canada

**TOI/Sub-TOI:**

H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan

**Product Name:**

Stop Loss

**Project Name/Number:**

SL Revision 2012/

## Disposition

Disposition Date: 07/19/2012

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

| Schedule            | Schedule Item                      | Schedule Item Status | Public Access |
|---------------------|------------------------------------|----------------------|---------------|
| Supporting Document | Application                        | Approved             | Yes           |
| Supporting Document | Flesch Certification               | Approved             | Yes           |
| Supporting Document | Supporting document: BEN-AGG       | Approved             | Yes           |
| Supporting Document | 2012 SL Rev Statement of Variables | Approved             | Yes           |
| Form                | Policy                             | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Insert Page                        | Approved             | Yes           |
| Form                | Endorsement                        | Approved             | Yes           |

SERFF Tracking #:

SNLF-128579289

State Tracking #:

Company Tracking #:

SL REVISION 2012

State:

Arkansas

Filing Company:

Sun Life Assurance Company of Canada

TOI/Sub-TOI:

H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan

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## Form Schedule

### Lead Form Number:

| Item No. | Schedule Item Status   | Form Number                   | Form Type | Form Name   | Action/<br>Action Specific Data | Readability Score | Attachments                 |
|----------|------------------------|-------------------------------|-----------|-------------|---------------------------------|-------------------|-----------------------------|
| 1        | Approved<br>07/19/2012 | 07-SL REV 7-12                | POL       | Policy      | Initial:                        | 51.400            | 07-SL REV 7-12.pdf          |
| 2        | Approved<br>07/19/2012 | 07-SL-DEF<br>REV 7-12         | POLA      | Insert Page | Initial:                        | 53.100            | 07-SL-DEF REV 7-12.pdf      |
| 3        | Approved<br>07/19/2012 | 07-SL-CT REV<br>7-12          | POLA      | Insert Page | Initial:                        | 53.400            | 07-SL-CT REV 7-12.pdf       |
| 4        | Approved<br>07/19/2012 | 07-SL- ELIG<br>REV 7-12       | POLA      | Insert Page | Initial:                        | 51.800            | 07-SL-ELIG REV 7-12.pdf     |
| 5        | Approved<br>07/19/2012 | 07-SL-LAE<br>REV 7-12         | POLA      | Insert Page | Initial:                        | 53.100            | 07-SL-LAE REV 7-12.pdf      |
| 6        | Approved<br>07/19/2012 | 07-SL- CLAIM<br>REV 7-12      | POLA      | Insert Page | Initial:                        | 52.000            | 07-SL-CLAIM REV 7-12.pdf    |
| 7        | Approved<br>07/19/2012 | 07-SL-YRAR<br>REV 7-12        | POLA      | Insert Page | Initial:                        | 52.400            | 07-SL-YRAR REV 7-12.pdf     |
| 8        | Approved<br>07/19/2012 | 07-SL-ORAR<br>REV 7-12        | POLA      | Insert Page | Initial:                        | 53.300            | 07-SL-ORAR REV 7-12.pdf     |
| 9        | Approved<br>07/19/2012 | 07-SL-GP REV<br>7-12          | POLA      | Insert Page | Initial:                        | 51.500            | 07-SL-GP REV 7-12.pdf       |
| 10       | Approved<br>07/19/2012 | 07-SL-<br>SUNEXCEL<br>REV 712 | POLA      | Insert Page | Initial:                        | 52.700            | 07-SL-SUNEXCEL REV 7-12.pdf |
| 11       | Approved<br>07/19/2012 | 12-SL-E-01                    | POLA      | Endorsement | Initial:                        | 57.800            | 12-SL-E-01 6-29-12.pdf      |

|                             |   |                        |                                      |
|-----------------------------|---|------------------------|--------------------------------------|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Sun Life Assurance Company of Canada |
| <b>TOI/Sub-TOI:</b>         | H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan |                        |                                      |
| <b>Product Name:</b>        | Stop Loss   |                        |                                      |
| <b>Project Name/Number:</b> | SL Revision 2012/   |                        |                                      |

**Form Type Legend:**

|             |   |             |  |
|-------------|---|-------------|--|
| <b>ADV</b>  | Advertising   | <b>AEF</b>  | Application/Enrollment Form                              |
| <b>CER</b>  | Certificate   | <b>CERA</b> | Certificate Amendment, Insert Page, Endorsement or Rider |
| <b>DDP</b>  | Data/Declaration Pages  | <b>FND</b>  | Funding Agreement (Annuity, Individual and Group)        |
| <b>MTX</b>  | Matrix  | <b>NOC</b>  | Notice of Coverage                                       |
| <b>OTH</b>  | Other   | <b>OUT</b>  | Outline of Coverage                                      |
| <b>PJK</b>  | Policy Jacket   | <b>POL</b>  | Policy/Contract/Fraternal Certificate                    |
| <b>POLA</b> | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | <b>SCH</b>  | Schedule Pages   |

**Section VI  
General Provisions**

**Policyholder:** 1[ABC Company]  
**Policy Number:** 2[12345]  
**Policy Effective Date:** 3[January 1, 2002]  
**Policy Renewal Effective Date:** 4[January 1, 2003]  
**5[Policy Revision Effective Date** [July 1, 2002]]

This Policy is delivered in 6[State] and is subject to the laws of that jurisdiction.

Sun Life Assurance Company of Canada agrees to pay the benefits provided by this Policy in accordance with the provisions contained herein. This Policy is issued in consideration of the Application submitted by the Policyholder, a copy of which is attached, and continued payment of premium by the Policyholder. The Application, and any Riders, Endorsements, Addenda and Amendments to this Policy are made part of this Policy.

The Policyholder will hereafter be referred to as "You," "Your," and "Yours."

Sun Life Assurance Company of Canada will hereafter be referred to as "We," "Our," and "Us."

When determining any date under this Policy, all days begin at 12:00:00 a.m. and end at 11:59:59 p.m. standard time for Your headquarters.

Signed at Our U.S. headquarters, One Sun Life Executive Park, Wellesley Hills, Massachusetts, by:



Dean A. Connor  
President and Chief Executive Officer



Dana J. Easthope  
Vice-President, Associate General Counsel  
and Corporate Secretary]

**PLEASE READ YOUR POLICY CAREFULLY**

Non-Participating

**This is a reimbursement policy. You, or Your Plan administrator, are responsible for making benefit determinations under your Plan. We have no duty or authority to administer, settle, adjust or provide advice regarding claims filed under Your Plan.**



## Section I Definitions

1

**2[Alternative Care:** For the purpose of determining Eligible Expenses under this Policy, Alternative Care means a plan of Treatment identified through case management services provided to Your Plan .We may consider expenses arising from Alternative Care for reimbursement if the Treatment is cost-effective and Medically Appropriate and Necessary for the care of a Covered Person. Alternative Care must satisfy the requirements set forth in Section II, Expenses Eligible for Reimbursement.]

**Benefit Month:** Any calendar month during which this Policy is in force.

**Catastrophic Diagnosis:** Any medical condition that is a special risk on Our Special Risk Questionnaire.

**Claims Basis:** The period of time, shown on the Schedule(s) of Benefits, during which Eligible Expenses must be Incurred by a Covered Person and Paid by You to be eligible for reimbursement under this Policy.

**Covered Benefits:** The benefit provisions of Your Plan that are insured for stop-loss coverage under this Policy. The Covered Benefits for this Policy are shown on the Schedule(s) of Benefits.

**3[Covered Person:** A person enrolled in Your Plan and entitled to receive benefits under Your Plan while this Policy is in force. Retirees, as defined by Your Plan, may be Covered Persons if they are included on the Schedule(s) of Benefits. Covered Person also includes a person enrolled in Your Plan and entitled to receive benefits under Your Plan during the Run-In Period who dies before the Policy Effective Date.]

**Covered Unit:** A category of participants under Your Plan. The Covered Unit(s) for this Policy are shown on the Schedule(s) of Benefits.

**4[Dependent:** A person enrolled in Your Plan and entitled to receive benefits under Your Plan as a dependent of a Covered Person. If the law of the state where the Policy is issued requires that domestic partners be covered under Your Plan, then individuals who are domestic partners under the law shall be considered Dependents under the Policy.]

**5[Drug or Alcohol Dependence:** Dependence on, or abuse of, a chemical substance or alcohol as classified by the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association (“DSM”) or a comparable manual if the American Psychiatric Association stops publishing the DSM.]

**6[Experimental or Investigational Treatment:** For the purpose of determining Eligible Expenses under this Policy, a Treatment (other than covered Off-Label Drug Use) will be considered by Us to be experimental or investigational if:

1. The Treatment is governed by the United States Food and Drug Administration (“FDA”) and the FDA has not approved the Treatment for the particular condition at the time the Treatment is provided; or
2. The Treatment is provided as part of an ongoing **20[Phase I, II, III or IV]** clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA; or
3. There is documentation in published U.S. peer-reviewed medical literature that states that further research, studies, or clinical trials are necessary to determine the safety, toxicity or efficacy of the Treatment.

Experimental or Investigational Treatment shall not include any Treatment provided as part of a clinical trial that would have been provided to the Covered Person if the Covered Person had not participated in the clinical trial.]

**Incurred:** The date on which Treatment is provided.

**7[Independent Review Panel:** A panel retained through a third party vendor of medical review services that is comprised of three physicians who are board-certified in the medical specialty or subspecialty that most typically administers the Treatment under review.]

## **Section I Definitions**

**Medical Management Vendor:** A third party hired to reduce or control the cost of services or supplies provided to Covered Persons under Your Plan.

**8[Medically Necessary and Appropriate:** For the purpose of determining Eligible Expenses under this Policy, a medically necessary and appropriate Treatment is one that We determine meets all of the following criteria:

1. It is recommended and provided by a licensed physician, dentist or other medical practitioner who is practicing within the scope of his or her license; and
2. It is generally accepted as the standard of medical practice and care for the diagnosis and treatment of the particular condition; and
3. It is approved by the FDA, if applicable.]

**9[Mental Illness:** For the purpose of determining Eligible Expenses under this Policy, Mental Illness includes, but is not limited to, bipolar affective disorder, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, anxiety and anxiety disorders and any other mental and nervous condition classified in the DSM. Mental Illness does not include any condition listed in Appendix G of the DSM-IV, titled “ICD-9-CM Codes for Selected General Medical Conditions and Medication Induced Disorders,” or any comparable listing if Appendix G is no longer published.]

**10[Off-Label Drug Use:** The use of a drug for a purpose other than that for which it was approved by the FDA.]

**11[Original Aggregate Benefit Effective Date:** When We provide You with Aggregate Benefit coverage under this Policy for consecutive Policy Years, the Original Aggregate Benefit Effective Date is the date Aggregate Benefit coverage first became effective in the consecutive year period.]

**12[Original Specific Benefit Effective Date:** When We provide You with Specific Benefit coverage under this Policy for consecutive Policy Years, the Original Specific Benefit Effective Date is the date Specific Benefit coverage first became effective in the consecutive year period.]

**Paid:** The date Your check or draft for payment of expenses Incurred by a Covered Person is issued and delivered to the payee, provided that the account upon which the payment is drawn contains sufficient funds to permit the check or draft to be honored.

**Plan:** Your self-funded benefit plan established to provide benefits to Covered Persons as described in Your plan document. For the purpose of determining benefits payable under this Policy, the Plan shall not include any amendments made to the plan document after the Original Aggregate Benefit Effective Date or the Original Specific Benefit Effective Date, whichever is earlier, unless We notify You in writing from Our U.S. Headquarters that We accept the amendment.

**Policyholder:** You, the legal entity to whom this Policy is issued.

**Prescription Drugs:** For the purpose of determining Eligible Expenses under this Policy, Prescription Drugs includes all prescription drugs covered under Your Plan, other than prescription drugs administered to a Covered Person while he or she is confined in a hospital or other medical facility.

**Prescription Drug Plan:** A benefit provision of Your Plan, or a separate employee benefit plan maintained by You, under which prescription drug expenses are paid independently of other medical expenses. Expenses incurred under a Prescription Drug Plan will be included as Eligible Expenses only if the Prescription Drug Plan is included as a Covered Benefit in the Schedule of Benefits. A Prescription Drug Plan does not mean prescription drug expenses paid subject to any deductibles and coinsurance applicable to other medical benefits under Your Plan.

**Provider Network:** A Preferred Provider Organization (PPO), Exclusive Provider Organization (EPO), Point of Service Plan (POS), self-funded Health Maintenance Organization (HMO), or any managed care network offered under Your Plan

## Section I Definitions

**Reimbursement Percentage:** The percent of Eligible Expenses that will be considered for reimbursement under this Policy.

**13[Related Provider:** Any facility, service provider, pharmacy or other vendor, which is owned, operated or controlled by, or affiliated with, the Policyholder (or the Covered Person's employer, if different). Related Provider includes any subsidiary, affiliate or parent company of the Policyholder.]

**14[Related Provider Reimbursement Percentage:** The percent of Eligible Expenses for any Treatment rendered by a Related Provider, or purchased from a Related Provider, that will be considered for reimbursement under this Policy.]

**Schedule of Benefits:** This Policy's schedule of Specific Benefit coverage or Aggregate Benefit coverage provided under this Policy.

**Special Risk Questionnaire:** A report used to provide Us with certain information We require to underwrite this Policy.

**Third Party Administrator ("TPA"):** A third party that You have entered into an agreement with to provide administrative services to Your Plan. Your TPA is not Our agent.

**15[Transplant:** The transplant of organs from human to human, including bone marrow, stem cell and cord blood transplants. Transplants include only those transplants that: (a) are approved for Medicare coverage on the date the Transplant is performed; and (b) are not otherwise excluded by this Policy.

A Transplant must be performed at a Transplant Facility in order to be considered for reimbursement under this Policy.]

**16[Transplant Deductible:** A deductible, in addition to the Specific Benefit Deductible, that must be satisfied before any Eligible Expenses Incurred in connection with a covered Transplant will be considered for reimbursement under this Policy.]

**Transplant Facility:** A hospital or facility which is accredited by the Joint Commission on Accreditation of Healthcare Organizations to perform a Transplant and:

For organ transplants: is an approved member of the United Network for Organ Sharing for such Transplant or is approved by Medicare as a transplant facility for such Transplant;

For unrelated allogeneic bone marrow or stem cell transplants: is a participant in the National Marrow Donor Program;

For autologous stem cell transplants: is approved to perform such Transplant by: (a) the state where the Transplant is to be performed; or (b) Medicare; or (c) the Foundation for the Accreditation of Hemopoietic Cell Therapy. Outpatient transplant facilities must be similarly approved.

**17[Treatment:** Any treatment, procedure, service, device, supply or drug provided to a Covered Person.]

**18[Usual and Customary Charge:** The usual and customary charge for the locality where the expenses are incurred.

**19[U.S. Headquarters:** Our United States headquarters located at One Sun Life Executive Park, Wellesley Hills, Massachusetts.]

**Section II**  
**Benefit Provisions**  
**1[Clinical Trials Benefit Provision]**

[The Clinical Trials Benefit Provision is added for the purpose of determining whether expenses incurred by a Covered Person resulting from his or her participation in a 2[Phase I, II, III or IV] clinical trial (“Clinical Trial Expenses”) are Eligible Expenses.

For expenses submitted for reimbursement under the Policy other than Clinical Trial Expenses, all Policy provisions shall apply as if this provision did not exist.

Pursuant to this provision, Eligible Expenses will include Clinical Trial Expenses when:

- (a) You provide Us with:
  - 1. A copy of the clinical trial treatment protocol from the facility that conducted the clinical trial; and
  - 2. A copy of the Covered Person’s signed consent and authorization to participate in the clinical trial; and
  
- (b) You provide documentation that demonstrates to Our satisfaction that:
  - 1. The Treatment was provided as part of an ongoing 2[Phase I, II, III or IV] clinical trial sponsored by the National Cancer Institute, National Institute of Health or the FDA; and
  - 2. The Treatment provided by the clinical trial is covered by Your Plan; and
  - 3. Funding is not available for the routine costs of the clinical trial from the National Cancer Institute, the National Institute of Health, the FDA or any other entity. “Routine costs” shall have the meaning attributed to it by the Centers for Medicare and Medicaid Services in its Coverage Issues Manual for clinical trials; and
  - 4. The clinical trial has been approved by an institutional review board. An “institutional review board” shall mean a committee of physicians, statisticians, researchers, community advocates and others that ensures that a clinical trial is ethical and that the rights of trial participants are protected; and

The decision to require a determination from an Independent Review Panel shall be at Our discretion. If We decide that a determination from an Independent Review Panel is necessary, We shall be responsible for obtaining it and will pay the cost of it.

This provision shall apply only to Clinical Trial Expenses for Treatment Incurred by a Covered Person after the effective date of this provision. This provision shall not apply to Clinical Trial Expenses for Treatment Incurred by a Covered Person if the Covered Person: (a) is enrolled in; (b) has been evaluated for participation in; (c) has signed a consent form for; or (d) has been recommended to participate in a 2[Phase I, II, III or IV] clinical trial prior to the Effective Date of this provision.

**Section II**  
**Benefit Provisions**  
**Expenses Eligible for Reimbursement**

**Eligible Expenses**

Eligible Expenses include any amount paid by You for Medically Necessary and Appropriate expenses incurred by a Covered Person which:

1. Have been paid in accordance with the terms of Your Plan; and
2. Were Incurred and Paid during the applicable claims basis; and
3. Are paid under a Covered Benefit shown on the Schedule of Benefits; and
4. Are not otherwise excluded under this Policy.

**3[Alternative Care**

In addition to satisfying Eligible Expenses criteria 4[2, 3 and 4] above, expenses related to Alternative Care may be considered Eligible Expenses when all of the following additional criteria have been satisfied and submitted to Sun Life Case Management for approval:

1. You demonstrate to Our satisfaction that providing the Alternative Care resulted in a cost savings to the Plan; and
2. The Alternative Care was recommended by case management services provided to Your Plan; and
3. The Alternative Care was Medically Necessary and Appropriate].

**Off-Label Drug Use**

In addition to satisfying the criteria for Eligible Expenses set forth above, expenses related to Off-Label Drug Use may be considered Eligible Expenses when all of the following additional criteria have been satisfied:

1. The drug is not excluded under Your Plan; and
2. The drug has been approved by the FDA; and
3. You can demonstrate to Our satisfaction that the Off-Label Drug Use is appropriate and generally accepted in the medical community for the condition being treated; and
4. If the drug is used for the treatment of cancer, a nationally recognized compendia as determined by Us, , recognize it as an appropriate treatment and
5. The drug is not provided as part of a 5[Phase I, II, III or IV] clinical trial as defined by the National Institute of Health, National Cancer Institute or the FDA.

**3[Reimbursement of Certain Fees**

Eligible Expenses will also include the following fees Incurred and Paid by You, when approved by Us at Our U.S. Headquarters:

1. Reasonable hourly fees for case management services provided by a registered nurse case manager retained by You or Your TPA; and
2. Fees for: (a) hospital bill audits; (b) access to non-directed provider networks; and (c) negotiating out of network bills.
3. Such fees shall be considered Eligible Expenses only if You can demonstrate to Us that the work that generated the fees resulted in a cost savings to the Plan. If the Plan can demonstrate such a cost savings, We will reimburse You up to 1[[25%] of the amount saved.] 2[, up to a maximum of [\$5,000] per hospital confinement per Covered Person.]]
4. Fees charged by Your TPA or any subsidiary of Your TPA for any of these services will be considered Eligible Expenses only if prior approval has been obtained in writing from Us at Our U.S. Headquarters.
5. State Health Care Surcharges

If You pay a state health care surcharge in connection with the payment of Eligible Expenses, the health care surcharge shall be considered an Eligible Expenses. Penalties or fines associated with the health care surcharge or the underlying expenses will not be considered Eligible Expenses

**Section II**  
**Benefit Provisions**  
**Limitations and Exclusions**

**We will NOT reimburse You for:**

1. [Expenses for medical services rendered to a Covered Person by the Covered Person's family member or relative.]
2. [Expenses that are payable or reimbursable under any Workers' Compensation Law or similar legislation.]
3. [Expenses for any cosmetic Treatment as defined in Your Plan. This exclusion does not apply to expenses relating to breast reconstruction after mastectomy.]
4. [Expenses for any Experimental or Investigational Treatment.]
5. [Expenses for any transplant not included in the definition of Transplant.]
6. [Expenses relating to non-human organ or tissue transplants, gene therapies, xenographs or cloning.]
7. [Expenses for any Treatment administered outside the 2[United States] if the Covered Person traveled to the location where the Treatment was received for the purpose of obtaining the Treatment.]
8. [Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.]
9. [Expenses in excess of the Usual and Customary Charge.]
10. [Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.]
11. [Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, Pharmacy Benefit Manager administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.]
12. [Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.]
13. [Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
  - a) Another group health benefit program; or
  - b) A government or privately supported medical research program; or
  - c) Medicare; or
  - d) Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
  - e) Worker's compensation; or
  - f) Any other source.]
14. [Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.]
15. [Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.]
16. [Expenses paid by You for any Treatment authorized or approved under any provision of Your Plan which:
  - a) Allows the plan administrator to approve alternative care or alternative treatment; or
  - b) Allows the plan administrator to alter, modify, or waive Plan provisions or limitations, or
  - c) Grants You or Your plan administrator discretion to approve coverage for Treatment not otherwise covered under Your Plan;unless the Treatment satisfies the criteria for Alternative Care set forth in Section II.]

**Section II**  
**Benefit Provisions**  
**Limitations and Exclusions**

17. [Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.]
18. 3[Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.]
19. [Expenses for Treatment of Mental Illness and Drug or Alcohol Dependence will be limited to the lesser of Your Plan's maximum benefit for such condition or the Specific Benefit Deductible.]
20. [Expenses incurred for any illness or injury due to or aggravated by:
  - a) [The Covered Person's operation of any motorized vehicle while Intoxicated. "Intoxicated" means the person operating the motorized vehicle has a blood alcohol level that equals or exceeds the minimum blood alcohol level required to be considered operating a motorized vehicle under the influence of alcohol in the jurisdiction where the accident occurred. "Motorized vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles.]
  - b) [The Covered Person's committing or attempting to commit an assault, felony or other criminal act; or]
  - c) [The Covered Person's voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as amended, unless used on the advice of a physician.]]
21. [Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any employee, or by the employee's dependents, where the employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.]]
22. [Regardless of any provision in Your Plan, if on the Policy Effective Date or Policy Renewal Effective Date, a Covered Person is not Actively At Work or a Dependent is totally disabled, is in an institution receiving medical care or Treatment, or is confined at home or elsewhere, any expenses Incurred by the Covered Person or Dependent will not be considered for Eligible Expenses under this policy. This limitation will continue for all expenses Incurred by the Covered Person until he or she is Actively at Work and for all expenses incurred by the Dependent until he or she is no longer totally disabled or is no longer in an institution receiving medical care or Treatment or confined at home or elsewhere.

For the purpose of this provision:

- a) A Covered Person is considered to be Actively At Work if he or she is:
  - i) Working at Your usual place of business or at such place or places that Your normal course of business may require;
  - ii) Performing all of the duties of his or her occupation on a full-time basis; and
  - iii) Not confined in any institution providing care or treatment of physical or mental infirmities.

If a Covered Person is not Actively At Work on the Policy Effective Date or Policy Renewal Effective Date solely because that day is not a regularly scheduled workday, the Covered Person will be deemed Actively At Work on that day.

- b) A Dependent is considered totally disabled if he or she, solely because of injury or sickness, cannot engage in substantially all of the normal activities of a person of like age and sex in good health.]]

### Section III Claim Provisions

#### **Proof of Claim**

Proof of claim must be provided to Us at Our U.S. Headquarters. Expenses for claims submitted to Us that are not submitted in accordance with the Proof of Claim provisions of this Policy are not reimbursable and shall not be considered Eligible Expenses under the Policy.

#### **1[Specific Benefit**

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the Specific Benefit Deductible for a Covered Person has been satisfied. Proof of claim must be provided to Us **2[no later than 12 months]** after the end of the Specific Benefit Claims Basis during which the claim arose.

Proof of claim for a Specific Benefit claim shall include the following:

1. **3[[A fully completed claim form;]**
2. **[A copy of the Covered Person's original enrollment record and records of any change in the Covered Person's coverage under Your Plan;]**
3. **[Copies of all bills [over \$25,000] and invoices for expenses submitted for reimbursement under this Policy;]**
4. Proof of payment of any expenses submitted to Us for reimbursement under this Policy or a claims paid detailed report, which includes: Dates of Service, Provider Name, Provider TIN, Amount billed, Discount amount, Eligible Amount, Amount paid, Date paid, Reimbursement amount requested, Previously paid amount, ICD 9 codes and CBT Codes; and
5. Any additional information We may require to fulfill Our obligations under this Policy.]]

#### **4[Aggregate Benefit**

Written proof of claim, in a form and content satisfactory to Us, must be provided to Us as soon as reasonably possible after the end of the Aggregate Benefit Claims Basis for the Policy Year. Proof of claim must be provided to Us **5[no later than twelve (12) months]** after the end of the Aggregate Benefit Claims Basis.

Proof of claim for an Aggregate Benefit claim shall include the following:

1. A complete aggregate calculation report;
2. A detailed claims history report for all Eligible Expenses Incurred and Paid during the Aggregate Benefit Claims Basis;
3. A report listing all Covered Units eligible for benefits under Your Plan at any time during the Aggregate Benefit Claims Basis;
4. A copy of Your Plan in effect during the Policy Year and any amendments thereto;
5. If Prescription Drug Plan coverage is included as a Covered Benefit on the Schedule of Benefits, a copy of all prescription drug invoices and an itemization thereof, including the amounts of any rebates received by You; and
6. Any additional information We may require to fulfill Our obligations under this Policy.]

#### **Appeal of a Claim Determination**

You may appeal the initial claim determination made by Us under this Policy by submitting a written appeal to Us at Our U.S. Headquarters within **6[ninety (90)]** days from the date of Our determination. Your appeal should state the basis of Your disagreement with Our initial claim determination and should include all documentation and information supporting Your appeal that has not been previously provided to Us. Once you receive a determination from Us regarding Your appeal, You will have exhausted Your administrative remedies under this Policy.

#### **Deferred Payments by You**

You must obtain prior written approval from Us at Our U.S. Headquarters in order for any Eligible Expenses Incurred in the Policy Year, but Paid after the end of the applicable claims basis to be considered eligible for reimbursement under this Policy.

### **Section III Claim Provisions**

#### **Payment of Claims**

All benefits due under this Policy will be paid to You. During the Policy Year, reimbursements will be disbursed when the amount payable exceeds 7[\$500.00]. Any reimbursable amount remaining unpaid at the end of a Policy Year will be paid after the end of the Policy Year.

## Section IV Your Rights and Responsibilities

### Authorizations to Release Information

You are responsible for authorizing Your TPA, Plan Administrator, case manager or other third party service provider to release to Us information We request to underwrite, review potential claims, make claim determinations, calculate potential reimbursements, or perform other obligations under this Policy. If We do not receive requested information, it may result in the delay, reduction or denial of a claim.

### Disclosure Requirements

This Policy has been underwritten based upon the information You provided to Us concerning all persons eligible for benefits under Your Plan on the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date (or on the effective date of any class of Covered Persons added thereafter). This includes, but is not limited to, those persons who are a special risk as defined in the Special Risk Questionnaire.

Your signature on the Application for this Policy warrants and represents to Us that:

1. You or Your authorized representative have consulted with <sup>3</sup>[your precertification, utilization review and Medical Management Vendors and] Your TPA, or former TPA, to determine who must be disclosed as a special risk on the Special Risk Questionnaire, and
2. You have identified any person who is or may be a special risk by either listing them on the Special Risk Questionnaire or by indicating any such person on the reports listed on the Special Risk Questionnaire.

If You fail to disclose an individual as a special risk, who should have been disclosed as a special risk in accordance with the Special Risk Questionnaire, We will have the right to revise the premium rates, deductibles, deductible factors and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten, retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

### Reporting Requirements

You are required to provide periodic reports to Us as described below. If You, or Your TPA, do not provide the reports, or do not provide them on a timely basis, We reserve the right, once we receive them, to take whatever action We could have taken if the reports had been provided when required. Such action may include, but is not limited to, the right to revise premium rates, deductibles, and deductible factors, and to do so retroactive to the Original Specific Benefit Effective Date and/or the Original Aggregate Benefit Effective Date.

#### 1[Specific Benefit Reporting

You, or Your TPA, are required to provide Us with notice of any potential Specific Benefit claim within <sup>4</sup>[thirty-one (31)] days of the date:

1. A Covered Person's Eligible Expenses exceed 50% of the Specific Benefit Deductible; or
2. You, Your TPA, or Your medical management, utilization review or precertification vendors, or any other party acting on Your behalf, are notified that a Covered Person has been diagnosed with, or treated for, a Catastrophic Diagnosis.]

#### 2[Aggregate Benefit Reporting

You, or Your TPA, are required to provide Us with a monthly report that lists:

1. The total amount of Eligible Expenses Incurred by any Covered Person and Paid by You, or Paid on Your behalf, during the Benefit Month; and
2. The number of each type of Covered Unit on the first day of the Benefit Month.

You must provide the Aggregate Benefit report to Us within <sup>5</sup>[thirty-one (31)] days after the end of each Benefit Month.]

## Section IV Your Rights and Responsibilities

### Renewal Reporting

If You intend to renew this Policy, then three months prior to the end of the Policy Year, You, or Your TPA, are required to provide Us with a report that includes the following information:

1. Monthly Paid claims and enrollment data, organized by Covered Benefit;
2. Large claim information, including amount, diagnosis and prognosis, and any Covered Person who has been diagnosed with a Catastrophic Diagnosis;
3. A census of all Covered Persons;
4. A summary of the number of Covered Persons by workplace zip code, if this Policy covers Employees at multiple locations;
5. 3[A summary report of pre-certification, utilization review and case management services;
6. A summary report of Your Provider Network(s) or per diem arrangements, setting forth the average hospital discount or per diem charge per day;]
7. A copy of changes adopted by or proposed for Your Plan.

### Plan Changes

You must notify Us in writing at Our U. S. Headquarters at least 6[thirty-one (31)] days before the effective date of any change in, or to:

1. Your Plan;
2. Your TPA;
3. Your Provider Networks; or
4. Your Medical Management Vendors.

Our prior written agreement is required before the coverage under this Policy will apply to any such change. Otherwise, benefits under this Policy will be paid based upon the terms of Your Plan, as it existed prior to any such change. We reserve the right to terminate this Policy as of the effective date of any change in or to Your Plan, Your TPA, 3[Your Provider Network, or Your Medical Management Vendor.]

### Notice of Legal Action

You agree to give Us prompt notice of: (a) any event that might result in a lawsuit relating to this Policy; or (b) any lawsuit involving this Policy; and to promptly provide Us with copies of any correspondence and pleadings relating to any such event or lawsuit.

### 7[Hold Harmless

You agree to defend, indemnify and hold Us harmless from and against any and all claims, demands and causes of action of every kind, relating to any litigation, that We, without Our fault, become involved with that relates to this Policy or Your Plan. You shall pay any and all attorneys' fees, costs, expenses, and damages (including compensatory, exemplary or punitive damages) incurred by Us, or payable by Us, in connection with any such litigation.

This Hold Harmless provision shall not apply to litigation solely between You and Us relating to this Policy.]

### Refund of Overpayment

If We, You, or Your TPA determine that We have overpaid You under this Policy, You will promptly refund such overpayment to Us within 8[60 days] of such a determination. If We are required to take legal action to collect such overpayment, You agree to indemnify Us for any costs of collection, including, but not limited to, attorneys' fees and court costs.

### Responsibility for Your TPA

You are solely responsible for the actions of Your Plan Administrator, Your TPA and any other agent of Yours. Your TPA acts on Your behalf, not on Our behalf. Your TPA is not Our agent. We are not responsible for any compensation owed to, or claimed by, Your TPA or other agents for services provided to, or on behalf of, Your Plan. This Policy does not make Us a party to any agreement between You and Your TPA, nor does it make Your TPA a party to this Policy.

**Section IV**  
**Your Rights and Responsibilities**

Right of Recovery

You must pursue all valid claims including, but not necessarily limited to, claims for restitution, constructive trust, equitable lien, breach of contract, injunction, and any other state or federal law claims You or Your Plan may have against any third party responsible, in whole or in part, for any Eligible Expenses Paid by You. You must immediately advise Us of any amount You recover from them. We reserve the right to pursue any and all such claims not pursued by You, and You agree to assign such claims to Us upon Our request

## Section V Our Rights and Responsibilities

### **Audit**

We have the right to inspect and audit any and all of Your records and procedures, and those of Your TPA and any other party, that relate to any claim made by You under this Policy. We have the right to require documentation from You that demonstrates You paid an Eligible Expense and that the payment was made in accordance with the terms of Your Plan. We reserve the right to employ a third party, at Our expense, to assist Us with any audit function.

### **Determination of Eligible Expenses**

For the purpose of determining Eligible Expenses under this Policy, We have the right to determine whether an expense was Paid by You in accordance with the terms of Your Plan.

### **3[Cost Containment**

We have the right to retain the services of a Medical Management Vendor, or other service providers at Our expense, to (a) assist Us with cost containment with respect to claims under Your Plan; or (b) provide services to You, Your Plan, or Your Plan Participants to reduce cost, risk or expenses under Your Plan. We may also cause a Medical Management Vendor or other service provider, with whom we may have negotiated a set or discounted rate, to contact You if, in Our determination, the Medical Management Vendor or other service provider provides a service that may allow You or Your Plan to reduce your risk, costs and expenses.]

### **Confidentiality**

We will protect the privacy and confidentiality of all personally identifiable and/or medical information provided to Us in the course of underwriting or administering this Policy in accordance with Our policies and applicable state and federal laws.

### **Recoupment**

We have the right to recoup from any benefit payable to You under this Policy any premium You owe to Us that has not been paid. Our right of recoupment does not impair Our right to terminate this Policy for non-payment of premium under the Termination Provisions of this Policy.

### **Right to Recalculate**

We have the right to recalculate any 4[Specific Benefit Premium Rate, Specific Benefit Deductible, Aggregating Specific Deductible,] Aggregate Benefit Premium Rate, Aggregate Deductible Factor or Minimum Aggregate Deductible with respect to this Policy Year whenever any one or more of the following events occur:

1. Your Plan changes;
2. You change Your TPA3[, Your Provider Network(s), or Medical Management Vendor(s);]
3. This Policy is amended;
4. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 1[15%] from the number of Covered Units on the first day of the Policy Year;
5. The number of Covered Units on the first day of a Benefit Month increases or decreases by more than 2[10%] from the first day of the prior Benefit Month;
6. A unit, division, subsidiary, or affiliated company of Yours is added to, or deleted from, this Policy;
7. The amount of Eligible Expenses paid in any one of the 5[three (3)] months immediately preceding the Policy Effective Date (the “5[three] month period”) exceeds 6[125%] of the monthly average of Eligible Expenses Incurred during the nine 7[(9)] months immediately preceding the 5[three] month period; or
8. There are changes in You, or Your TPA’s, claim paying system or payment practices that causes a variation of 8[fifteen (15)] days or more in the most recent 9[twelve (12)] month average of claim processing time.

Any right to recalculate exercised under this section may be made retroactive to the Policy Effective Date at Our election. Any recalculation will be made in accordance with Our underwriting practices in effect at the time the Policy was underwritten. The right to recalculate shall survive the termination of this Policy.

**Section V**  
**Our Rights and Responsibilities**

**Right of Reimbursement**

Any portion of an Eligible Expense which You recover from a third party:

1. Is not eligible for reimbursement under this Policy; and
2. Cannot be used to satisfy any deductible or attachment point under this Policy; and
3. Must be repaid to Us if We previously reimbursed You for it.

Any repayment amount You owe Us may be reduced, with Our consent, by any reasonable and necessary expenses You incurred in obtaining the recovery from the third party. Any repayment amount You owe to Us shall survive the termination of this Policy

## **Section VI General Provisions**

### **Assignment**

Your interest in this Policy cannot be assigned.

### **Bankruptcy or Insolvency**

The bankruptcy, insolvency, dissolution, receivership or liquidation of You, Your Plan or Your TPA will not impose upon Us any obligations other than those set forth in this Policy.

### **Clerical Error**

In the event of a clerical error in this Policy, the Policy will be revised to correct the error. Your failure to:

1. Report the existence of a Covered Person; or
2. File proof of claim in a timely manner; or
3. Comply with the reporting requirements of this Policy;

shall not constitute clerical error.

### **Entire Contract**

This Policy, along with any Attachments, Riders, Endorsements, Addenda or Amendments, and the Application completed by You constitutes the entire contract of insurance between us.

### **Legal Action**

You may not bring a legal action against Us to recover on this Policy earlier than **6[sixty (60)]** days after You have furnished Us with proof of claim in accordance with the Proof of Claim provisions of this Policy. You may not bring any legal action against Us to recover on this Policy after **7[three (3)]** years from the time proof of claim is required under this Policy.

### **Misrepresentation**

If:

1. You make any misstatement, omission or misrepresentation, whether intentional or unintentional, in the information or documentation You, Your TPA or any other party acting on Your behalf, provide to Us, and which We rely upon during the underwriting of this Policy; or
2. After this Policy is issued, We learn of expenses or claims that were incurred or paid, but not reported to Us, during the underwriting of this Policy,

We have the right, at Our election, to rescind this Policy or to revise the premium rates, deductibles, and terms and conditions of this Policy in accordance with Our underwriting practices in effect at the time the Policy was underwritten. Any such revisions may be made retroactive to the Policy Effective Date.

### **No ERISA Liability**

Under no circumstance will We accept responsibility as a “Plan Administrator” or be deemed a “plan fiduciary” with respect to your Plan under the Employee Retirement Income Security Act of 1974, as amended.

### **Non-Participating Policy**

This Policy is non-participating and does not share in Our surplus earnings.

### **Policy Amendment**

No change in this Policy, or waiver of any of its provisions, will be valid unless such change or waiver is in writing and agreed to by Us at Our U.S. Headquarters and made a part of this Policy. No agent, broker, TPA, or managing general underwriter has authority to change this Policy or waive any of its provisions.

## Section VI General Provisions

### Policy Renewal

This Policy may be renewed unless it has been terminated or is subject to termination in accordance with the Termination Provisions of this Policy. Policy changes for any renewal policy will appear on a revised Schedule of Benefits and/or a Policy amendment. Your payment of the renewal premium after receipt of the revised Schedule of Benefits and/or Policy amendment constitutes acceptance of the renewal policy by You.

#### **1[No New Special Conditions Rider at Renewal**

We guarantee that if You renew Your Policy with Us, Your renewal stop loss policy will not contain a new or revised Special Conditions Rider, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; and
3. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.

We reserve the right to carry over to the renewal stop loss policy any Special Conditions Rider that is part of Your current Policy.

We, in our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, this provision shall be of no force and effect.]

#### **2[Special Conditions Rider at Renewal**

If You renew Your Policy with Us, Your renewal stop loss policy may contain a new or revised Special Conditions Rider.]

#### **3[Renewal Rate Increase Cap**

If You renew Your Policy with Us, We guarantee that the Specific Benefit Premium Rate **8**[and the Aggregating Specific Deductible] on Your renewal stop loss policy will not be increased more than **9**[50]% over the Specific Benefit Premium Rate **8**[and the Aggregating Specific Deductible] shown on the Schedule of Benefits, provided that:

1. Your Plan contains no changes that materially affect or alter the risk presented by Your current Policy;
2. Your renewal stop loss policy contains no material changes from Your present Policy; including, but not limited to, changes to: a) the length of the Policy Year; (b) Covered Benefits; (c) coverage for Retirees; (d) the Specific Benefit Deductible; (e) the Claims Basis; **11**[(f) the Specific Benefit Lifetime Maximum or Annual Maximum Eligible Expensed;] **12**[(g) the Specific Benefit Reimbursement Percentage;] (h) the commission payable; (i) Your TPA; or (j) Provider Networks;
3. There are no material changes in the demographic distribution of the group covered by Your current Policy versus the group covered by the renewal stop loss policy; and
4. A new unit, division, subsidiary, affiliated company or class of covered people is not added to this Policy.
5. There is no charge in any assessment levied against Us by the state in which this Policy was issued.

We, in our sole discretion, shall determine whether any of the changes referenced in sections 1 through 3 above are material. If We determine that any change is material, we shall adjust the Renewal Rate Increase Cap accordingly.]

## **Section VI General Provisions**

### **Premium Provisions**

#### Premium Payments

Premium is due on or before the Premium Due Date.

#### Grace Period

A grace period of 10[forty-five (45)] days will be allowed for the payment of each premium due after the first premium has been paid. This Policy will continue in force during the grace period. If a premium is not paid by the end of the Grace Period, this Policy will terminate, without notice to You, as of the last date for which premium was paid.

#### Premium Data

You must provide a report to Us with each premium payment, in a form satisfactory to Us, that lists:

1. The number of each type of Covered Unit, for each Covered Benefit, under Your Plan on the first day of the Benefit Month; and
2. The amount of premium paid.

We use such premium data reports solely to process premium. They do not replace any report required, or which may be required, under Section IV of this Policy.

### **Severability**

In the event that a court of competent jurisdiction invalidates any provision of this Policy, all remaining provisions of the Policy shall continue in full force and effect.

### **Termination Provisions**

1. If You fail to pay the premium, this Policy will terminate in accordance with the Premium Provision of this Policy;
2. If Your Plan is terminated, this Policy will terminate on the date the Plan terminated; or
3. If You fail to maintain a minimum of 4[50] participants in Your Plan at any time during the Policy Year, We may elect to terminate this Policy at the end of the first month during which there are less than 4[50] participants.
4. This Policy will terminate at the end of the Policy Year unless agreed by You and Us to renew.
5. If You, or Your TPA, fail to satisfy any of Your obligations under this Policy, We may terminate this Policy by giving You 13[sixty (60) days] advance written notice.
6. We may terminate this Policy at the end of the Policy Year by providing you 5[31] days advanced written notice.
7. You may terminate this Policy at any time by providing Us with 5[31] days advance written notice at Our U.S. Headquarters.

The parties to this Policy may agree in writing to terminate it at any time.

### **Reinstatement**

If this Policy is terminated for non-payment of premium, We may, at Our sole discretion, agree to reinstate it as of the date it terminated upon payment of all outstanding premiums. We may require You to provide certain information to Us before We will consider reinstating the Policy.

### **Time Limitations**

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to the minimum period permitted by the law.

**Section II**  
**Benefit Provisions**  
**SunExcel® Centers of Excellence**  
**Transplant Benefit**

**1[Introduction**

**This is a voluntary program. If you utilize it, you must comply with the following terms to receive a benefit under it.**

This program provides a number of benefits, which include:

- Providing Covered Persons with access to Centers of Excellence Transplant Facilities;
- Reducing the Specific Benefit Deductible for a Covered Person who uses a Centers of Excellence Transplant Facility for a Transplant;
- Payment of the transplant network access fee;
- Reimbursement for travel and lodging expenses incurred by a Covered Person (and the Covered Person's parents or legal guardian(s) if a Covered Person is a minor or one companion if the Covered Person is not a minor) for the purpose of traveling to and from the Transplant, if such expenses are covered under Your Plan; and
- Reimbursement for certain expenses and deductibles paid by the Policyholder.

**Definitions** For the purpose of this program, the following term shall be defined as follows:

**Centers of Excellence Transplant Facility:** A Transplant Facility We have contracted with as part of the SunExcel® Centers of Excellence Transplant Benefit program.

**Requirements**

To qualify for the Transplant Benefits, You and Your Plan must satisfy all of the following requirements:

1. Your Plan must:
  - a) Require pre-certification for Transplant related hospitalizations and outpatient Transplant procedures;
  - b) Offer a minimum Transplant benefit of 2[\$300,000];
  - c) Treat Centers of Excellence Transplant Facilities as in-network providers; and
2. You must:
  - a) Require Your TPA and Provider Network(s) to permit Covered Persons to access SunExcel® Centers of Excellence Transplant Facilities;
  - b) Advise Your TPA and Medical Management Vendor(s) that Covered Persons may access Centers of Excellence Transplant Facilities;
  - c) Agree to waive any exclusion under Your Plan that excludes expenses relating to the acquisition of an organ for a Transplant ("organ acquisition expenses"), when organ acquisition expenses are included in the global fee negotiated with a Centers of Excellence Transplant Facility; and
  - d) Advise Your TPA or Medical Management Vendor to contact Our Stop Loss Case Management department at 3[1-800-432-1102 x2141] when You or they receive notice that a Covered Person may require a Transplant so that We can set up the transplant contract with the Center of Excellence Transplant Facility..]

**Section II**  
**Benefit Provisions**  
**SunExcel® Centers of Excellence**  
**Transplant Benefit**

**1[SunExcel® Centers of Excellence Transplant Benefit**

If You satisfy the requirements set forth above, and a Covered Person has a Transplant performed at a Centers of Excellence Transplant Facility, We will:

1. Reduce the Specific Benefit Deductible for the Covered Person by 4[\$1,000] amount for the Policy Year in which the Transplant occurs; and
2. Pay any fee required for access to the Centers of Excellence Transplant Facility.

In addition, if Your Plan provides the following benefits as Covered Benefits under the Eligible Expenses under the SunExcel® Transplant Benefit will include:

1. Up to 5[\$5,000] for any travel and lodging expenses incurred by the Covered Person (and the Covered Person's parents or legal guardian(s) if a Covered Person is a minor or one companion if the Covered Person is not a minor) for the purpose of traveling to and from the Transplant, is such expenses are covered under Your Plan; and/or
2. Up to 6[\$1,500] for any deductible and co-payments waived by, or paid to, the Covered Person by Your Plan, for the year in which the Transplant occurs.]

# SUN LIFE ASSURANCE COMPANY OF CANADA

## POLICY ENDORSEMENT

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

If We determine that:

- (a) You have paid expenses incurred by a Covered Person in accordance with the terms of Your Plan; and
- (b) the expenses were incurred and paid during the applicable Claims Basis; and
- (c) the expenses are paid under a Covered Benefit as shown on the Schedule of Benefits,

then the expenses paid by You shall be considered Eligible Expenses unless they are barred by *Limitations and Exclusions* <sup>2</sup>[8, 10, 11, 12, 14, 15, 17, and 19] stated in the Policy.

<sup>3</sup>[].

Dean A. Connor  
President and Chief Executive Officer]

|                             |   |                          |                                      |                            |                  |
|-----------------------------|---|--------------------------|--------------------------------------|----------------------------|------------------|
| <b>SERFF Tracking #:</b>    | SNLF-128579289  | <b>State Tracking #:</b> |                                      | <b>Company Tracking #:</b> | SL REVISION 2012 |
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b>   | Sun Life Assurance Company of Canada |                            |                  |
| <b>TOI/Sub-TOI:</b>         | H12 Health - Excess/Stop Loss/H12.004 Self-Funded Health Plan |                          |                                      |                            |                  |
| <b>Product Name:</b>        | Stop Loss   |                          |                                      |                            |                  |
| <b>Project Name/Number:</b> | SL Revision 2012/   |                          |                                      |                            |                  |

## Supporting Document Schedules

|                  |             | <b>Item Status:</b> | <b>Status Date:</b> |
|------------------|-------------|---------------------|---------------------|
| Bypassed - Item: | Application | Approved            | 07/19/2012          |
| Bypass Reason:   | n/a         |                     |                     |
| Comments:        |             |                     |                     |

|                      |                      | <b>Item Status:</b> | <b>Status Date:</b> |
|----------------------|----------------------|---------------------|---------------------|
| Satisfied - Item:    | Flesch Certification | Approved            | 07/19/2012          |
| Comments:            |                      |                     |                     |
| Attachment(s):       |                      |                     |                     |
| Readability Cert.pdf |                      |                     |                     |

|                                    |                              | <b>Item Status:</b> | <b>Status Date:</b> |
|------------------------------------|------------------------------|---------------------|---------------------|
| Satisfied - Item:                  | Supporting document: BEN-AGG | Approved            | 07/19/2012          |
| Comments:                          |                              |                     |                     |
| Attachment(s):                     |                              |                     |                     |
| Support Document 07-SL-BEN-AGG.pdf |                              |                     |                     |

|                       |                                    | <b>Item Status:</b> | <b>Status Date:</b> |
|-----------------------|------------------------------------|---------------------|---------------------|
| Satisfied - Item:     | 2012 SL Rev Statement of Variables | Approved            | 07/19/2012          |
| Comments:             |                                    |                     |                     |
| Attachment(s):        |                                    |                     |                     |
| SOV Final 7-13-12.pdf |                                    |                     |                     |

## CERTIFICATE OF COMPLIANCE

| Form Number            | Score |
|------------------------|-------|
| 07-SL-REV 7-12         | 51.4  |
| 07-SL-DEF REV 7-12     | 53.1  |
| 07-SL-CT REV 7-12      | 53.4  |
| 07-SL-ELIG REV 7-12    | 51.8  |
| 07-SL-LAE REV 7-12     | 53.1  |
| 07-SL-CLAIM REV 7-12   | 52.0  |
| 07-SL-YRAR REV 7-12    | 52.4  |
| 07-SL-ORAR REV 7-12    | 53.3  |
| 07 SL-GP REV 7-12      | 51.5  |
| 07-SL-SUNEXEC REV 7-12 | 52.7  |
| 12-SL-E-01             | 57.8  |

In accordance with the laws and regulations of your state, we have analyzed the text of the above referenced forms to be "readable." Based on the Flesch readability scale and analyzing the forms as a whole, I hereby certify that these forms achieve the Flesch readability scale score shown above.

### SUN LIFE ASSURANCE COMPANY OF CANADA

*Linda W. Murphy*

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Linda W. Murphy  
Associate Director

**Section II**  
**Benefit Provisions**  
**1[Aggregate Benefit**

**Definitions**

**2[Accumulated Aggregate Losses:** The total amount of Eligible Expenses for all Covered Persons, subject to the Aggregate Benefit Maximum Eligible Expenses Per Covered Person, **9[multiplied by the Related provider Reimbursement Percentage, if applicable]**, which have been paid by You from the beginning of the Policy Year to the date of the calculation.]

**3[Accumulated Aggregate Attachment Point:** The greater of:

- a) The sum of the Monthly Aggregate Deductibles for each month from the start of the Policy Year to the date of the calculation; or
- b) The Minimum Aggregate Deductible, divided by the total number of months in the Policy Year, multiplied by the number of months from the start of the Policy Year to the date of the calculation.]

**Aggregate Benefit Attachment Point:** The amount of Eligible Expenses You must pay during the Aggregate Benefit Claims Basis before We will consider an Aggregate Benefit claim. The Aggregate Benefit Attachment Point is shown on the Schedule of Benefits.

**Aggregate Deductible Factor:** The deductible factor per Benefit Month per Covered Unit by Covered Benefit. The Aggregate Deductible Factor for each Covered Benefit is shown on the Schedule of Benefits.

**Aggregate Benefit Maximum Eligible Expenses per Covered Person:** The maximum amount of Eligible Expenses for any one Covered Person that will be used to calculate the Aggregate Benefit. The Aggregate Benefit Maximum Eligible Expenses per Covered Person is shown on the Schedule of Benefits. **4[This maximum applies only to Eligible Expenses Incurred and Paid for the following Covered Benefits: Medical, excluding prescription drugs covered under a Prescription Drug Plan; Prescription Drug Plan.]]**

**5[The Aggregate Benefit Maximum Eligible Expenses per Covered Person shall apply to a Covered Person who is not a Dependent (the “Employee”) and his or her Dependents as a collective unit and the collective unit shall be treated as a single Covered Person. The Aggregate Benefit Maximum Eligible Expenses per Covered Person for the collective unit shall include any expenses incurred by the members of the collective unit.]**

**Minimum Aggregate Deductible:** The minimum amount of Eligible Expenses You must pay before You become eligible for an Aggregate Benefit. The Minimum Aggregate Deductible is shown on the Schedule of Benefits.

**Monthly Aggregate Deductible:** The sum of the deductibles for all Covered Benefits for each Benefit Month. The deductible for each Covered Benefit is calculated by multiplying the number of Covered Units on the first day of the Benefit Month by the Aggregate Deductible Factor for each Covered Benefit. The calculation of the Monthly Aggregate Deductible is subject to the 5% Adjustment Rule.

**5% Adjustment Rule:** If the Monthly Aggregate Deductible decreases from one month (“Month A”) to the next (“Month B”), for any reason, the Monthly Aggregate Deductible for Month B shall not be less than **13[95%]** of the Monthly Aggregate Deductible for Month A.

**Section II**  
**Benefit Provisions**  
**1[Aggregate Benefit**

**6[Monthly Aggregate Accommodation**

If, at the end of any Benefit Month during the Policy Year, Accumulated Aggregate Losses exceed the Accumulated Aggregate Attachment Point, upon written request from You, We will provide You with an advance in an amount equal to the Accumulated Aggregate Losses minus the Accumulated Aggregate Attachment Point minus any amount previously advanced to You under this provision. The minimum advance request is **10[\$1,000]**.

If We make an advance to You under this provision and if at the end of any subsequent Benefit Month the Accumulated Aggregate Attachment Point (“A”) is greater than the Accumulated Aggregate Losses minus any amount previously advanced to You (“B”), You must pay Us the amount by which A exceeds B, up to the total amount previously advanced to You. All payments must be made within **14[thirty-one (31)]** days of the end of the Benefit Month in which the payment is due.

If the Policy terminates before the end of the Policy Year or if any amount is not paid to Us when due:

1. The total outstanding amount owed to Us will become immediately due and payable;
2. We will not provide any additional advances under this provision;
3. We shall have the right to reduce any benefit payable to You under this Policy by the amount You owe Us;
4. The amount You owe Us will be subject to interest at the then prevailing Prime Rate plus **15[2%]** calculated from the due date; and
5. We shall have the right to terminate this Policy.

Any amount You may owe to Us under this provision will be deducted from any Aggregate Benefit payable to You. Any outstanding balance that remains after taking the deduction shall be subject to items **16[1, 3 and 4]** above.]

**Section II**  
**Benefit Provisions**  
**1[Aggregate Benefit**

**Aggregate Benefit**

The Aggregate Benefit equals:

1. The total amount of Eligible Expenses for all Covered Persons, subject to the Aggregate Benefit Maximum Eligible Expenses Per Covered Person, **9**[multiplied by the Related Provider Reimbursement Percentage, if applicable]; minus
  2. The Aggregate Benefit Attachment Point; and
- multiplied by the Reimbursement Percentage shown on the “Schedule of Benefits – Aggregate Benefit,” if that Reimbursement Percentage is less than 100%.

The Aggregate Benefit will be calculated after the end of the Aggregate Benefit Claims Basis.

**Aggregate Benefit Maximum**

The Aggregate Benefit We will pay will not exceed the Aggregate Benefit Maximum shown on the Schedule of Benefits.

**7[Aggregate Benefit Claims Basis Adjustment**

The Run-Out Period will not apply if this Policy terminates prior to the end of the Policy Year.]

**8[Terminal Liability**

If this Policy terminates at the end of a Policy Year **17**[and Your Plan changes from a self-funded plan to a fully insured plan at the end of the Policy Year], the Aggregate Benefit Claims Basis will be extended to include Eligible Expenses Incurred within the Policy Year **12**[or the Run-In Period] and Paid within **11**[3] months after the Policy Year (the “Run-Out Period”); subject to the following conditions:

1. The Aggregate Benefit Attachment Point will be increased by an amount equal to the Terminal Liability Aggregate Benefit Attachment Point shown in the Schedule of Benefits; and
2. Eligible Expenses will be considered for reimbursement in accordance with the terms of Your Plan in effect on the day before the Policy termination date; and
3. You must use the TPA that administered your Plan as of the Policy termination date to administer any claims during the Run-Out Period.]

## Sun Life Assurance Company of Canada Statement of Variability

**Form #: 07-SL REV 7-12**

**Last Revision Date: 4-2007**

| Variable | Explanation of Variable   |
|----------|---|
| 1        | Varies depending on the policyholder's name.  |
| 2        | Varies depending on the assigned policy number.   |
| 3        | Varies depending on the policy effective date.  |
| 4        | Varies depending on the date the policy is renewed.   |
| 5        | Included if the policy is revised. The dates vary depending on the date of the revision.              |
| 6        | Varies depending on the state in which the policy is delivered.                                       |
| 7        | Would reflect the signatures of the current President and Secretary of the company.                   |
| 8        | Would reflect the current company logo.   |
| 9        | Varies depending on the benefits purchased and the provisions included in the policy.                 |
| 10       | Page numbers will vary depending on the benefits purchased and the provisions included in the policy. |

**Form #: 07-SL-DEF REV 7-12**

**Last Revision Date: 7-13-12**

| Variable | Explanation of Variable  |
|----------|--|
| 1        | Definitions will vary, based on plan design, type of reimbursement coverage and negotiated terms between insurer and policyholder. |
| 2        | Text as shown or not at all. Variability Definition will vary, based on policyholder's option..                                    |
| 3        | Definition will vary, based on policyholder's option.  |
| 4        | Definition will vary, based on policyholder's option.  |
| 5        | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 6        | Text as shown or not at all. Variability will vary, based on policyholder's option..   |
| 7        | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 8        | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 9        | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 10       | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 11       | Included if Schedule contains an Aggregate stop loss benefit.  |
| 12       | Included if Schedule contains a Specific stop loss benefit.  |
| 13       | Included if the policyholder is a provider of medical services.  |
| 14       | Included if the policyholder is a provider of medical services.  |
| 15       | Text as shown or not at all. Variability will vary, based on policyholder's option.  |
| 16       | Included if the amount of the transplant deductible is not equal to the Specific Benefit Deductible.                               |
| 17       | Definition may be included or excluded, based on whether reimbursement is provided.  |
| 18       | Included if reimbursement is limited to usual and customary charges.   |
| 19       | Varies if company headquarters is relocated.   |
| 20       | Phases will vary based on policyholder's option. May be any combination of the current number of phases.                           |

**Sun Life Assurance Company of Canada  
Statement of Variability**

**Form #: 07-SL-BEN-AGG**

**Last Revision Date: 7-13-12**

| <b>Variable No.</b> | <b>Explanation of Variable</b>  |
|---------------------|---|
| 1                   | This section will be included if aggregate stop loss coverage is purchased.   |
| 2                   | Include if the monthly aggregate accommodation option is chosen.  |
| 3                   | Include if the plan includes monthly aggregate accommodation option.  |
| 4                   | Definition Varies, based on type of coverage reimbursement is provided for.   |
| 5                   | Include if the plan includes monthly aggregate accommodation option.  |
| 6                   | Include if the plan includes a monthly aggregate accommodation benefit. Minimum advance amounts will vary from \$100 to \$10,000. |
| 7                   | Included if run-out claims basis is chosen.   |
| 8                   | Include if the terminal liability option is chosen. Run-out period will vary from 3 to 12 months.                                 |
| 9                   | Included if the policyholder is a provider of medical services.   |
| 10                  | Minimum advance amounts will vary from \$100 to \$10,000.   |
| 11                  | Number of months will vary from 3 to 12.  |
| 12                  | Include if the plan includes a run-in period.   |
| 13                  | Variable Range: 90% - 95%<br>Variability based on policyholder's option.  |
| 14                  | Variable Range: 31 – 45 days<br>Variability based on policyholder's option.   |
| 15                  | Variable Range: 2% - 5%<br>Variability based on policyholder's option.  |
| 16                  | Variable Range: [12,3 4,5]<br>Variability based on policyholder's option.   |
| 17                  | Text as shown or not at all. Variability based on policyholder's option.  |

**Form #: 07-SL-SUNEXCEL REV 7-12**

**Last Revision Date: 5-2009**

| <b>Variable</b> | <b>Explanation of Variable</b>  |
|-----------------|---|
| 1               | Include this section if the plan includes optional SunExcel transplant benefit.                         |
| 2               | Minimum transplant benefit may vary from \$300,000 to \$1,000,000.                                      |
| 3               | Toll-free telephone number may change.  |
| 4               | Reduction in benefit deductible may vary from \$1,000 to \$25,000                                       |
| 5               | Amount of travel and lodging expenses may vary from \$1,000 to \$15,000.                                |
| 6               | Amount of deductibles/co-payments that will count towards reimbursement may vary from \$500 to \$5,000. |

**Form #: 07-SL-CT REV 7-12**

**Last Revision Date: 6-29-12**

| <b>Variable</b> | <b>Explanation of Variable</b>   |
|-----------------|--|
| 1               | Include this section if the plan includes optional clinical trials reimbursement coverage.                                       |
| 2               | Variable Range: I – V<br>Variability based on policyholder's option, and may be any combination of the current number of phases. |

**Form #: 07-SL-ELIG REV 7-12**

**Last Revision Date: 6-29-12**

| <b>Variable</b> | <b>Explanation of Variable</b>  |
|-----------------|---|
| 1               | Include if the plan includes a maximum reimbursement. Reimbursement percentages for cost-savings will vary from 10% to 40%. |
| 2               | Include if the plan includes reimbursement amounts for cost-savings. Will vary from \$1,000 to \$10,000.                    |
| 3               | Include provision based on policyholder's option.   |
| 4               | Variable Range: 1 – 4   |

**Sun Life Assurance Company of Canada  
Statement of Variability**

|   |  |
|---|--|
|   | Numbered criteria may vary if future additions or deletions to criteria.   |
| 5 | Variable Range: I – V<br>Variability based on policyholder's option, and may be any combination of the current number of phases. |

**Form #: 07-SL-LAE REV 7-12**

**Last Revision Date: 5-2009**

| Variable | Explanation of Variable   |
|----------|---|
| 1        | One or more of the Limitations and Exclusions may be removed, if requested by policyholder and agreed to by Sun Life.                     |
| 2        | Limitation for treatment outside of the U.S. may be liberalized by limiting the geographic area for which reimbursement will not be made. |
| 3        | May vary to read "Expenses not included as a Covered Benefit on the Schedule of Benefits"   |

**Form #: 07-SL CLAIM REV 7-12**

**Last Revision Date: 6-29-12**

| Variable | Explanation of Variable   |
|----------|---|
| 1        | Include if the plan includes specific stop loss.  |
| 2        | Time period for filing proof of loss may be extended beyond 12 months, at policyholder option.                            |
| 3        | Specific forms and procedures for filing proof of claim may vary, based on type of reimbursement coverage being provided. |
| 4        | Include if the plan includes aggregate stop loss.   |
| 5        | Time period for filing proof of loss may be extended beyond 12 months, at policyholder option.                            |
| 6        | Variable Range: 30 - 90 days<br>Variability based on policyholder's option  |
| 7        | Variable Range: \$500 - \$5,000<br>Variability based on policyholder's option   |

**Form #: 07-SL-YRAR REV 7-12**

**Last Revision Date: 6-29-12**

| Variable | Explanation of Variable   |
|----------|---|
| 1        | Include if the plan includes specific stop loss.                        |
| 2        | Include if the plan includes aggregate stop loss.                       |
| 3        | Included if Medical is a Covered Benefit                                |
| 4        | Variable Range: 31- 60 days   |
| 5        | Variable Range: 31- 60 days   |
| 6        | Variable Range: 31- 90 days   |
| 7        | Text as shown or not at all. Variability based on Policyholder's option |
| 8        | Variable Range: 30 - 90 days  |

**Form #: 07-SL-ORAR REV 7-12**

**Last Revision Date: 6-29-12**

| Variable | Explanation of Variable  |
|----------|--|
| 1        | Percentage will vary from 5% to 25%                                |
| 2        | Percentage will vary from 5% to 25%                                |
| 3        | Included if Medical is a Covered Benefit                           |
| 4        | Will vary based on plan design and type of reimbursement coverage. |
| 5        | Variable Range: 3 - 6 months                                       |
| 6        | Variable Range: 120% - 130%  |
| 7        | Variable: Range: 6 – 9 months                                      |
| 8        | Variable Range: 7-15 days  |
| 9        | Variable Range: 6-12 months  |

**Sun Life Assurance Company of Canada  
Statement of Variability**

**Form #: 07-SL-GP REV 7-12**

**Last Revision Date: 7-13-12**

| <b>Variable</b> | <b>Explanation of Variable</b>  |
|-----------------|---|
| 1               | Include if agreed to between policyholder and Sun Life  |
| 2               | Include if agreed to between policyholder and Sun Life  |
| 3               | Include if agreed to between policyholder and Sun Life.   |
| 4               | Minimum number of participants may vary, but will never be less than 50.  |
| 5               | Notice of termination may vary from 31 to 90 days.  |
| 6               | Time period may vary from 60 to 90 days.  |
| 7               | Time period may vary from 2 to 6 years.   |
| 8               | Include if the plan includes an aggregating specific deductible.  |
| 9               | Rate cap may vary, but will not exceed 75%  |
| 10              | Grace period may vary from 31 to 90 days.   |
| 11              | Text as shown or not at all. Variability will vary, based on policyholder's option.   |
| 12              | Text as shown or not at all. Or text as shown and lettered as (f) if variable #11 is not included. Variability will vary, based on policyholder's option. |
| 13              | Variable Rage: 30 - 60 days   |

**Form #: 12-SL-E-01**

**Last Revision Date: 6-29-12**

| <b>Variable</b> | <b>Explanation of Variable</b>  |
|-----------------|---|
| 1               | Effective date of the Endorsement   |
| 2               | Numbered Limitation and Exclusions appear as is or Numbered criteria may vary if future additions or deletions to criteria. |
| 3               | Would reflect the signature of the current President  |