

State: Arkansas **Filing Company:** Sun Life Assurance Company of Canada
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: VSTD Port Cert - 2012
Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012

Filing at a Glance

Company: Sun Life Assurance Company of Canada
Product Name: VSTD Port Cert - 2012
State: Arkansas
TOI: H11G Group Health - Disability Income
Sub-TOI: H11G.002 Short Term
Filing Type: Form
Date Submitted: 12/28/2012
SERFF Tr Num: SNLF-128764041
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: VSTD PORT CERT - 2012

Implementation: On Approval
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): Rosalind Minor (primary)
Disposition Date: 01/02/2013
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Sun Life Assurance Company of Canada
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: VSTD Port Cert - 2012
Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012

General Information

Project Name: VSTD Port Cert - 2012 Status of Filing in Domicile: Not Filed
Project Number: VSTD Port Cert - 2012 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: Discretionary, Trust Overall Rate Impact:
Filing Status Changed: 01/02/2013
State Status Changed: 01/02/2013 Deemer Date:
Created By: Lori Chilcote Submitted By: Margaret Carvalho
Corresponding Filing Tracking Number:

Filing Description:

RE: SUN LIFE ASSURANCE COMPANY OF CANADA NAIC # 549-80802; FEIN 38-1082080
12-STDPort-C-01 - Group Short-Term Disability Income Portability Certificate

Dear Sir or Madam:

We are submitting the above form for your review and approval. This form is new and does not replace any form currently on file with your Department.

12-STDPort-C-01 - Group Short-Term Disability Income Portability Certificate

This certificate form will be used when an insured exercises the Portability privilege in his employer's group Short-Term Disability Income plan. Portability privilege form 09C-LH-STD PORT (11) was approved by your Department on February 22, 2012 under SERFF Tracking Number SNLF-128096462.

This certificate will be issued in connection with a group insurance policy (Form 12-GPPort-P-01) issued to an out-of-state discretionary trust situated in Rhode Island. This form has been approved by Rhode Island on November 2, 2012.

This certificate will be issued in connection with Group Policy of Incorporation Form 12-GPPort-P-01 and Application form GMPAP-2548 approved by your Department on December 3, 2012 under SERFF Tracking Number SNLF-128701171.

This form is intended to comply with all applicable laws, rules, bulletins and published guidelines of your state as required for out of state issuance. It will be submitted in final print format, subject only to minor variations in color, paper stock, duplexing, shading, fonts and positioning.

This form will be submitted simultaneously to Michigan, the domicile of Sun Life Assurance Company of Canada. We can notify you when we receive approval, if required.

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.

Please do not hesitate to contact me if you have any questions or concerns regarding this submission.

Sincerely,

State: Arkansas **Filing Company:** Sun Life Assurance Company of Canada
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: VSTD Port Cert - 2012
Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012

Margaret Carvalho
 Senior Consultant, State Filing

Company and Contact

Filing Contact Information

Ellen Thibodeau, Compliance Consultant Ellen.Thibodeau@sunlife.com
 175 Addison Road 860-737-1083 [Phone]
 P.O. Box 725 860-737-6598 [FAX]
 Windsor, CT 06095-0725

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	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 x 50.00 = 50.00
 Per Company: No

Company	Amount	Date Processed	Transaction #
Sun Life Assurance Company of Canada	\$50.00	12/28/2012	66086026

SERFF Tracking #: SNLF-128764041

State Tracking #:

Company Tracking #:

VSTD PORT CERT - 2012

State: Arkansas

Filing Company:

Sun Life Assurance Company of Canada

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: VSTD Port Cert - 2012

Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/02/2013	01/02/2013

State: Arkansas
TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term
Product Name: VSTD Port Cert - 2012
Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012
Filing Company: Sun Life Assurance Company of Canada

Disposition

Disposition Date: 01/02/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Form	STD Portable Certificate	Approved-Closed	Yes

State: Arkansas

Filing Company:

Sun Life Assurance Company of Canada

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.002 Short Term

Product Name: VSTD Port Cert - 2012

Project Name/Number: VSTD Port Cert - 2012/VSTD Port Cert - 2012

Form Schedule

Lead Form Number: 12-STDPort-C-01

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 01/02/2013	STD Portable Certificate	12-STDPort-C-01	CER	Initial		50.300	AR 12-STDPort-C-01.pdf

Form Type Legend:

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

SUN LIFE ASSURANCE COMPANY OF CANADA

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

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

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

Policy Number: [00000001]
Policy Effective Date: [September 1, 2012]
Policyholder: Trustees of the Sun Life Group Benefits Trust

Certificate Number: [12345]
Certificate Effective Date: [September 1, 2012]
Issue State: Rhode Island

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

This Certificate is governed by the laws of the Issue State shown above.

Signed at [Wellesley Hills, Massachusetts]



[Dean A. Connor]
[President and Chief Executive Officer]



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

Group Short Term Disability (STD) Income Insurance Certificate

Non-Participating



NOTICE TO CERTIFICATEHOLDER

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING YOUR SUNLIFE GROUP INSURANCE PLAN, YOU MAY CONTACT THE FOLLOWING:

SUN LIFE ASSURANCE COMPANY OF CANADA
[GROUP CUSTOMER SERVICE CENTER SC1219
U.S. HEADQUARTERS OFFICE
ONE SUN LIFE EXECUTIVE PARK
WELLESLEY HILLS, MA 02481
(800) 247-6875]

ALSO AVAILABLE TO YOU IS THE CONSUMER SERVICES DIVISION OF THE ARKANSAS INSURANCE DEPARTMENT, [1200 WEST THIRD STREET, LITTLE ROCK, ARKANSAS 72201-1904, (501) 371-2640 or (800) 852-5494]

TABLE OF CONTENTS

	SECTION
BENEFIT HIGHLIGHTS	1
DEFINITIONS	2
PORTABILITY	3
EFFECTIVE DATES AND TERMINATION OF PARTICIPANT INSURANCE	4
PREMIUMS	5
BENEFIT PROVISIONS	6
LIMITATIONS AND EXCLUSIONS	7
CLAIMS	8
GENERAL PROVISIONS	9

1. BENEFIT HIGHLIGHTS

Participant:	[John Doe]
Premium Due Date:	[The first day of each month]
Weekly Benefit:	Injury: [\$100] Sickness: [\$100]
Minimum Weekly Benefit:	[\$25]
Elimination Period:	Injury: [7 days] Sickness: [7 days]
Maximum Benefit Period:	Injury: [13 weeks] Sickness: [13 weeks]

2. DEFINITIONS

Disabled or Disability means Totally [or Partially] Disabled.

Drug and Alcohol Illness means an illness which results from the abuse of alcohol, drugs or derivatives.

Elimination Period means a period of continuous days of your Total [or Partial] Disability before a weekly STD benefit is payable. Your Elimination Period is shown in the Benefit Highlights and begins on your first day of Total [or Partial] Disability. If you return to work for an aggregate of 5 working days or less during your Elimination Period and cannot continue working, your Elimination Period will be treated as continuous, but only those days you are unable to work will be counted.

Employer means the employer for whom you worked immediately prior to termination of your insurance under the Qualifying Group Insurance Policy.

Full-time Basis means the number of hours you normally performed your Regular Occupation prior to your Total [or Partial] Disability.

Hospital Confinement means you are confined in a Hospital as a resident bed patient for a minimum of 24 hours. The confinement must be recommended by a Physician.

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.

Intoxicated means the minimum blood alcohol level required to be considered operating an automobile under the influence of alcohol in the jurisdiction where the accident occurred.

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

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

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

Participant means a person who was insured under a Qualifying Group Insurance Policy and who applied for insurance under the Policy. The Participant eligible for insurance under this Certificate is shown in the Benefit Highlights.

[Partial Disability or Partially Disabled means because of your Injury or Sickness which caused your Total Disability you continue to be unable to perform all of the Material and Substantial Duties of your Regular Occupation on a Full-time Basis, but you are:

- performing at least one of the Material and Substantial Duties of your Regular Occupation or another occupation on a part-time or full-time basis; and
- earning less than [80% of] your Total Weekly Earnings.

Partial Disability must begin [within 14 days] after your Total Disability benefits cease.

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

[To qualify for benefits, you must satisfy your Elimination Period with the required number of days of Total Disability, [Partial Disability or a combination of days of Total and Partial Disability [and you must have received at least one Total Disability Benefit].] [Your Elimination Period cannot be satisfied with days of Partial 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 prescribe and administer drugs or to perform surgery; or
- any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate or any family member. "Family member" means: (a) your spouse and (b) the following relatives of you or your spouse: (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.

[Pre-Existing Condition means during the [90 days] prior to the Certificate Effective Date, you:

- received medical treatment, consultation, care or services, including diagnostic measures for your disabling condition; or

- took prescribed drugs or medicines for your disabling condition[; or
- had symptoms for which an ordinarily prudent person would have consulted a health care provider for diagnosis, care or treatment].]

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

Proof means any medical, financial, or other information that is required by us and is satisfactory to us.

Qualifying Group Insurance Policy means the group insurance policy we issued which included the portability option to apply for insurance under the Policy.

Regular Occupation means the usual and customary employment, business, trade, profession or vocation that you performed for the Employer on the date before your employment terminated.

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

An employer's Retirement Plan includes any Retirement Plan which:

- is part of any federal, state, provincial, county, municipal or association retirement system; and
- you are eligible for as a result of your employment with an employer.

Sickness means illness, disease or Pregnancy. A Disability, because of Sickness, must begin while you are insured under the Policy.

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

Total Disability or Totally Disabled means because of your Injury or Sickness, you are unable to perform the Material and Substantial Duties of your Regular Occupation and you are not engaged in any occupation for wage or profit.

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

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

[Total Weekly Earnings means your Weekly Benefit as shown in the Benefit Highlights multiplied by [1.67].]

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

You, Your (you, your) means the Participant who is eligible for insurance under this Certificate.

3. PORTABILITY

When are you eligible for portability insurance?

You are eligible under the Qualifying Group Insurance Policy to elect to continue your insurance [for up to 60 months] if all of the following requirements are met:

- [you reside in the United States [or Canada];]
- you have been continuously insured under the Qualifying Group Insurance Policy or the plan it replaced for at least [24 consecutive months] just prior to the date your employment ends;
- your insurance ends because you [voluntarily] terminate employment for reasons other than leave of absence, labor strike, retirement, Sickness or Injury;
- [the Qualifying Group Insurance Policy is still in force;]
- you are under age [65] at the time employment terminates;
- [you are not covered under any other individual, group or employer sponsored STD plan;] and
- you are not Totally [or Partially] Disabled on the date employment terminates.

Your new portability insurance is provided by this Certificate. Your new portability insurance may not be identical to previous insurance under the Qualifying Group Insurance Policy.

What is the amount of portable insurance?

You may apply for portable insurance in an amount up to [100%] of the amount of insurance in force under the Qualifying Group Insurance Policy on the date your insurance terminates. If you apply for a reduced amount of insurance, it may not be increased later.

Your Elimination Period will remain the same as you had under the Qualifying Group Insurance Policy. Your Weekly Benefit will be an amount up to [100%] of what you had under the Qualifying Group Insurance Policy. Your Maximum Benefit Period will be the lesser of your Maximum Benefit Period under the Qualifying Group Insurance Policy or [52 weeks]. Your Elimination Period, Weekly Benefit and Maximum Benefit Period are shown in the Benefit Highlights.

In no instance will the insurance issued under this Certificate be greater than the amount of insurance that was in force under the Qualifying Group Insurance Policy on the date such insurance terminated. Your new portability insurance will not provide any benefits beyond those described in this Certificate.

When does your portable insurance start?

After your insurance under the Qualifying Group Insurance Policy terminates, your portable insurance provided by this Certificate starts on the later of the following:

- the date we approve your application for portable insurance; and
- the date we receive your first premium payment for portable insurance.

4. EFFECTIVE DATES AND TERMINATION OF PARTICIPANT INSURANCE

When does Participant Insurance start?

Participant Insurance starts on the Certificate Effective Date shown on the cover page of this Certificate.

How can you make changes in Participant Insurance?

You may request a decrease in your Weekly Benefit to an amount not less than the Minimum Weekly Benefit shown in the Benefit Highlights. If you request a decrease in your Weekly Benefit, it may not be increased later.

When does a change in Participant Insurance start?

Any reduction in your Weekly Benefit will start on the date we approve your request for such change in insurance. The premium for any reduced insurance will cause a pro-rata adjustment on the next Premium Due Date.

When does Participant Insurance end?

Your Participant Insurance will end on the earliest of the following to occur:

- [the date you reside outside the United States[or Canada];]
- the end of the [31-day] grace period after a premium due date, if premium is not paid;
- [the date you request in writing to end your Participant Insurance;]
- [the date you become insured again under the Qualifying Group Insurance Policy;]
- the date you reach age [65];
- the date you become a full-time member of the armed forces of any country;
- the date you retire;
- the date the Policy terminates;
- [the end of your Maximum Benefit Period;]
- [the date you become covered under any other individual, group or employer sponsored STD plan;]
- [the end of [24 months] from the Certificate Effective Date if you are not an active full-time employee;]
- or
- [the end of [60 months] from the Certificate Effective Date].

5. PREMIUMS

When are your premiums due and how are they determined?

Your first premium is due on the Certificate Effective Date. Subsequent premiums are due on the Premium Due Date. Premiums are based upon the then current premium rates in effect for the benefits provided.

Premiums are payable to us at our Executive Office and will be paid in United States dollars [or Canadian dollars] on the Premium Due Date.

Can premium rates that apply to your insurance change?

We determine initial and any subsequent premium rates. [We have the right to recalculate any premium rate after the initial premium rate has been in effect for [12 months].]

We will provide you written notice of any change in the premium rates at least [60 days] prior to the effective date of the change.

What is the grace period?

The grace period is the [31-day] period of time following the Premium Due Date during which you may make an unpaid premium payment. If you do not pay the required premium before the end of the grace period, this Certificate will automatically terminate at the end of the grace period. Should any benefits become payable as a result of insurance provided during the grace period, we may deduct any premiums due from those benefits.

6. BENEFIT PROVISIONS

What is the Short Term Disability Benefit?

Short Term Disability (STD) Benefits partially replace your income if you become Totally [or Partially] Disabled while insured.

When do weekly STD benefits become payable?

We will pay a weekly STD benefit after the end of your Elimination Period, if we receive Proof that you are:

- Totally [or Partially] Disabled due to an Injury or Sickness;
- [Partially Disabled due to the same Injury or Sickness that caused Total Disability [within [14 days] after Total Disability Benefits cease;] [within [31 days] of the end of the period during which you receive Total Disability Benefits;]]
- under the regular and continuing care of a Physician that provides appropriate treatment by means of examination and testing in accordance with your disabling condition; and
- not engaged in any occupation or employment for wage or profit [other than Partial Disability employment].]

What conditions must be met for weekly STD benefits to continue?

We will pay you a weekly STD benefit, up to the Maximum Benefit Period, if you provide Proof that you continue to be Totally [or Partially] Disabled and you still require the regular and continuing care of a Physician. You need to provide Proof when we ask for it, but the Proof is at your expense.

How is the weekly STD benefit calculated?

If you are Totally Disabled, your weekly STD benefit will be calculated based on the Total Disability Benefit formula. [If you are Partially Disabled, your weekly STD benefit will be calculated based on the Partial Disability Benefit formula.]

What is the Total Disability Benefit [formula]?

[To determine your Total Disability Benefit, take your Weekly Benefit and subtract Other Income Benefits. The result is your Total Disability Benefit.]

[What is the Partial Disability Benefit formula?

Your Partial Disability Benefit is the lesser of:

- 50% of your Total Disability Benefit; or
- your Total Weekly Earnings less your Partial Disability employment earnings[and Other Income Benefits].

A Total Disability Benefit will be paid if you are earning 20% or less of your Total Weekly Earnings.]

[Are you required to pay premiums for STD insurance during a period of Total [or Partial] Disability?

Premiums for STD insurance while you are Totally [or Partially] Disabled are waived during any period weekly STD benefits are payable. [If the Policy is in force when your Total [or Partial] Disability ends, you will remain insured if premiums are paid.]]

[What are Other Income Benefits?

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

- The amount you are eligible for under:
 - Workers' Compensation Law;

- Occupational Disease Law;
 - Unemployment Compensation Law;
 - Compulsory Benefit Act or Law;
 - an automobile insurance policy providing disability wage loss benefits; or
 - any other act or law of like intent.
- The Railroad Retirement Act (including any dependent benefits).
 - Any labor management trustee, union or employee benefit plans that are funded in whole or in part by an employer.
 - Any disability income benefits you are eligible for under:
 - any other group insurance plan of an employer; or
 - any governmental retirement system as a result of your job with an employer.
 - The benefits you receive under an employer's Retirement Plan as follows:
 - any disability benefits; and
 - the employer-paid portion of any retirement benefits.

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

- The disability or retirement benefits under the United States Social Security Act, The Canada Pension Plan, The Quebec Pension Plan, or any similar plan or act as follows:
 - Disability benefits you are eligible to receive;
 - Disability benefits your spouse, child or children are eligible to receive because of your Total [or Partial] Disability unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse;
 - Retirement benefits received by you; and
 - Retirement benefits your spouse, child or children receive because of your receipt of retirement benefits unless the dependent benefits are paid directly to your divorced spouse or to your children in custody of your divorced spouse.

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

- The amount you receive from any accumulated sick leave.
- Any accumulated sick leave or salary continuation paid to you which causes your weekly STD benefit, plus Other Income Benefits and any accumulated sick leave or salary continuation to be more than [100%] of your Total Weekly Earnings. The amount in excess of [100%] of your Total Weekly Earnings will be used as a reduction.
- Any amount due to income replacement or lost wages you receive by compromise, settlement or other method as a result of a claim for any Other Income Benefit.
- Any amount you receive from a voluntary separation of employment agreement from an employer including severance pay or other income in settlement of an employment contract.

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

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

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

[Are you required to apply for Other Income Benefits?

You must apply for any Other Income Benefits for which you may be eligible. If such benefits are denied,

you must appeal the denial to all administrative levels that we deem necessary. We have the right to receive from you written documentation of your pursuit of Other Income Benefits.]

[Are any of your Other Income Benefits estimated?

We have the right to estimate the amount of any Other Income Benefits you are eligible to receive during your Total [or Partial] Disability, and to reduce the weekly STD benefit payments by the estimated amount. We will estimate the amount if, at the time of calculating any weekly STD benefit payments, the Other Income Benefit you may be eligible to receive has not been awarded nor denied, or if the Other Income Benefit has been denied and is being appealed. This estimate will be used to reduce the amount of your weekly STD benefit payments until the Other Income Benefit has been awarded or denied. However, the estimate will not be used if you meet the following conditions:

- you have applied for the Other Income Benefits;
- you agree to appeal any denials of Other Income Benefits to all administrative levels we deem necessary; and
- you complete and sign our reimbursement agreement.]

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

You must notify us in writing, within 31 days of receipt of notice, of the amount of Other Income Benefits when it is approved or if the amount is adjusted (other than for cost of living increases). We will make an adjustment to the weekly STD benefit when we receive written notice of the amount of the Other Income Benefit.

If after we make an adjustment to your weekly STD benefit you have been underpaid, we will immediately make a lump sum payment to you of the amount that has been underpaid.

If after we make an adjustment to your weekly STD benefit you have been overpaid, you must reimburse us the amount of the overpayment within 31 days of the award. We have the right to reduce or eliminate your future weekly STD benefit payments until the amount of the overpayment has been repaid. During the overpayment reimbursement period, the Minimum Weekly Benefit will not apply.]

[What happens if you receive increases in your Other Income Benefits?

After the first deduction for each of your Other Income Benefits, we will not reduce your weekly STD benefit payments due to cost of living increases you receive from any sources described as Other Income Benefits.]

When does your weekly STD benefit cease?

Your weekly STD benefit will cease on the earliest of:

- [the date you reside outside the United States[or Canada];]
- the date you are no longer Totally [or Partially] Disabled;
- the date you die;
- the end of your Maximum Benefit Period;
- the date you do not provide Proof that you continue to be Totally [or Partially] Disabled as requested;
- [the date your Partial Disability employment earnings are more than [80% of] your Total Weekly Earnings;] or
- the date we determine you are able to perform, on a Full-time Basis, all of the Material and Substantial Duties of your Regular Occupation, even if you choose not to work.

[What happens if you recover and become Disabled again?

We will treat this new Disability as part of your prior Total [or Partial] Disability if your recovery lasts less than:

- two consecutive weeks, if due to the same or related causes;
- one day, if due to an entirely unrelated cause.

You will not have to complete a new Elimination Period.

Your weekly STD benefit will be subject to the same terms and conditions applicable to the original Total [or Partial] Disability.

[Your weekly STD benefit will not continue if:

- you become eligible for benefits under any other group STD policy; or
- the Policy terminates.]

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

7. LIMITATIONS AND EXCLUSIONS

What limitations apply to the benefits payable?

We will not pay a weekly STD benefit for any Total [or Partial] Disability during any of the following periods:

- any period you are no longer under the regular and continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition;
- any period you do not submit to any medical examination or clinical assessment requested by us;
- any period you engage in any occupation or employment for wage or profit [other than Partial Disability employment with an employer;]
- any period of your Total [or Partial] Disability that is due to Mental Illness unless you are under the continuing care of a specialist in psychiatric care;
- any period of your Total [or Partial] Disability that is due to Drug and Alcohol Illness unless you are actively supervised by a Physician or rehabilitation counselor and are receiving continuing treatment from a rehabilitation center or a designated institution approved by us;
- any period during which you are incarcerated;
- any period during which you are receiving vacation or holiday pay from an employer; and
- [any period of your Total [or Partial] Disability which begins in the first [12 months] after the Certificate Effective Date that is caused by, contributed to by, or resulting from a Pre-Existing Condition [unless your Total [or Partial] Disability begins after a period of [3 consecutive months] after the Certificate Effective Date, during which you have not received medical treatment, consultation, care or services, including diagnostic measures, or have not taken prescribed drugs or medicines.]

We will credit the time you were insured [or had not received medical treatment, consultation, care or services, including diagnostic measures, or had not taken prescription drugs or medicines,] under the Qualifying Group Policy toward satisfying the [12-month] insured period [and [3-month] treatment free period] above.]

What exclusions apply to the benefits payable?

We will not pay a weekly STD benefit for any Total [or Partial] Disability that is due to:

- your intentional self-inflicted injury;
- a war, declared or undeclared, or any act of war;
- your active participation in a riot, rebellion or insurrection;
- your committing or attempting to commit an assault, felony or other criminal act;
- [Injury or Sickness for which you are entitled to benefits under any Workers' Compensation, Occupational Disease or similar law;]
- [Injury or Sickness sustained while you are doing any act or thing pertaining to any occupation for wage or profit (This exclusion will not apply if you are a partner or a sole proprietor and cannot be covered by law under any Workers' Compensation, Occupational Disease or any similar law.);]
- an abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen;
- your voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless administered on the advice of a Physician;
- your operation of any motorized vehicle while Intoxicated. For the purposes of this Exclusion, "motorized vehicle" includes, but is not limited to, automobiles, motorcycles, boats and snowmobiles; or
- [a Pre-Existing Condition].

8. 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 within the time limits specified.

NOTICE OF CLAIM

When does written notice of claim have to be submitted?

Written notice of claim must be given to us no later than [30 days] after your disability begins.

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible. In the absence of Proof that it was not reasonably possible to provide timely notice, the date of receipt of notice will be deemed to be the date of loss or disability for the purpose of determining eligibility for benefits and the amount of any benefit payable.

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

PROOF OF CLAIM

When does written Proof of claim have to be submitted?

Proof of claim must be given to us no later than [90 days] after the end of your Elimination Period.

If Proof cannot be given within these time limits, Proof must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time Proof is otherwise required unless the individual is legally incompetent.

What is considered Proof of claim?

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

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

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

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

Proof of your continued disability and regular and continuous care by a Physician must be given to us within [30 days] of the request for Proof.

Proof must be satisfactory to us.

PAYMENT OF BENEFITS

When are benefits payable?

Benefits are payable when we receive satisfactory Proof of claim.

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 to the request for additional information. You will have [45 days] to provide the specified information.

What if your claim is denied?

If we deny any part of a claim, you will receive a written notice of denial containing:

- the specific reasons for the denial;
- the specific Certificate 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;
- 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);]
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can you request a review of a claim denial?

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

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

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

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

What if your claim is denied on review?

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

- the specific reasons for the denial;
- the specific Certificate provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other

- information relevant to your claim for benefits;
- [your right to bring a civil action under ERISA, §502(a) following an adverse determination on review;]
- 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;
- the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency.”; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

To whom are benefits payable?

Benefits payable during your lifetime are payable to you.

9. GENERAL PROVISIONS

ALTERATION

Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in writing.

CLERICAL ERROR

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

Clerical errors in connection with this Certificate or delays in keeping records for this Certificate whether by us or the Policyholder:

- will not terminate insurance that would otherwise have been effective; and
- 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.

CONFORMITY WITH STATUTES

What is the effect of Conformity with Statutes?

If any provision of this Certificate conflicts with any applicable law, the provisions of this Certificate will be automatically amended to meet the minimum requirements of the law and to reflect updated statutory references.

DISCHARGE OF OUR RESPONSIBILITY

What is the effect of payments under this Certificate?

Payment made under the terms of this Certificate will, to the extent of such payment, release us from all further obligations under this Certificate. We will not be obligated to see to the application of such payment.

EXAMINATION

What are our examination rights?

We, at our own expense, have the right to have any person whose Injury or Sickness is the basis of a claim:

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

This right may be used as often as reasonably required.

INCONTESTABILITY

What is Incontestability?

Except for non-payment of premium, any claims incurred within two years of the effective date of your initial or reinstated insurance or as otherwise stated in this provision, we cannot contest the validity of such insurance after it has been in force during your for a period of two years from the Certificate Effective Date.

Additionally, for any insurance provided under the Policy that results from a statement of insurability submitted under the Qualifying Group Insurance Policy, except for any claims incurred before that insurance has been in force under the Qualifying Group Insurance Policy and this Policy for an aggregate period of two years during your lifetime, measured from the effective date of the insurance for which statement was provided, we cannot contest the validity of such insurance based on that statement.

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

MISSTATEMENT OF FACTS

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

If relevant facts about the Participant relating to this insurance are not accurate:

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

NON-PARTICIPATING

Does this Certificate participate in dividends?

This Certificate 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.

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?

No legal action may start:

- until [60 days] after Proof 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.

NOTICE

How are required notices provided?

Any obligation we may have to give written notice will be satisfied by sending such notice to the last known address of the person or institution entitled to such notice.

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 all Policy requirements must be satisfied.

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 31 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, your beneficiary, if any, or to your estate representative.

TIME PERIODS

What time periods apply to this Certificate?

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

WORKERS' COMPENSATION

Do these group benefits affect Workers' Compensation?

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

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Short Term Disability (STD) Income Insurance Certificate

Non-Participating



SERFF Tracking #:

SNLF-128764041

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

VSTD PORT CERT - 2012

State:

Arkansas

Filing Company:

Sun Life Assurance Company of Canada

TOI/Sub-TOI:

H11G Group Health - Disability Income/H11G.002 Short Term

Product Name:

VSTD Port Cert - 2012

Project Name/Number:

VSTD Port Cert - 2012/VSTD Port Cert - 2012

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	01/02/2013
Comments:			
Attachment(s):			
Readability Cert SLOC.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	01/02/2013
Comments:			
Attachment(s):			
GMPAP-2548 - Portability Application - Approved 12-3-12.pdf			

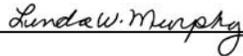
		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability	Approved-Closed	01/02/2013
Comments:			
Attachment(s):			
AR Statement of Variability.pdf			

CERTIFICATE OF COMPLIANCE

This is to certify that the text of the submitted forms has achieved a Flesch reading ease score that meets your department's requirements.

<u>Form</u>	<u>Flesch Score</u>
12-STDPort-C-01	50.3

SUN LIFE ASSURANCE COMPANY OF CANADA



Linda W. Murphy
Associate Director, State Filing

Sun Life Assurance Company of Canada

Portability Application – [Disability] [and] [Critical Illness]



Please complete the sections indicated below, read the fraud warnings and acknowledgement, and sign and date the form. Mail the completed form, a copy of your Portability Notice, and a check for the first premium to Sun Life Assurance Company of Canada. Questions about portability? Please call 1-800-247-6875.

I am applying for Portable:

- Disability insurance (complete sections 1, [2.1], 3 and 5)
- Critical Illness insurance (complete sections 1, [2.2], 3 and 5)

1 General information

Your name (first, middle initial, last)		Date of birth (m/d/y)	
Residence address (street number & name, apartment or suite)		City	State
			Zip
Social Security number []	Home phone number	Alternate phone number	
Information about the qualifying group policy(ies)			
Name of group policyholder (i.e., your employer or plan administrator)			Policy number(s)

2 Coverage amount information

[[2.1] Disability insurance coverage amount

See section [3] of the Portability Notice for the amount of insurance you are eligible to apply for. You may apply for coverage only if your employer's plan includes this option. You may elect to keep the current amount(s) of disability coverage you had with your prior employer or elect a lower amount. Check one box for each coverage you are requesting to port and write in the amount elected.

[Short-Term Disability] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$]
[Long-Term Disability] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$]
[Customized Disability insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$]

]

2 Coverage amount information, continued

[[2.2] Critical Illness insurance coverage amount]

See section [3] of the Portability Notice for the amount of insurance you are eligible to apply for. You may apply for Critical Illness coverage only if your employer's plan includes this option. You may elect to keep the current amount(s) of Critical Illness coverage you had with your prior employer, or elect a lower amount. Check one box for each coverage you are requesting to port and write in the amount elected.

NOTE: Any reference to spouse used below includes your civil union partner.

You may only port spouse/child benefits if you are electing to port your employee benefits and if your spouse/child were insured under the group policy at the time of your termination. Under limited conditions, spouses may be eligible to apply for portable spouse/child insurance. Contact us at the number shown above for details.

[Employee Critical Illness Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Employee Critical Illness and Cancer insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Employee Critical Illness, Cancer Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]
[Spouse Critical Illness Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Spouse Critical Illness and Cancer insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Spouse Critical Illness, Cancer Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]
[Child Critical Illness Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Child Critical Illness and Cancer insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]	[Child Critical Illness, Cancer Only insurance] <input type="checkbox"/> Elect to keep current amount <input type="checkbox"/> Elect a lower amount	Amount elected \$ _____]

If you have elected spouse and/or child(ren) coverage above, be sure to write in the spouse/child(ren) name(s) and date(s) of birth.

Spouse name (first, middle initial, last)	Social Security number [_____]	Date of birth (m/d/y)
Child name (first, middle initial, last)	Social Security number [_____]	Date of birth (m/d/y)
Child name (first, middle initial, last)	Social Security number [_____]	Date of birth (m/d/y)

If you need additional space, check here and attach a separate sheet.]

3 Premium information

Premium payment

Amount enclosed \$ _____	How would you prefer to pay premiums? <input type="checkbox"/> Annually <input type="checkbox"/> Semi-annually <input type="checkbox"/> Quarterly
-----------------------------	--

4 Fraud warnings

[General fraud warning: Any person who knowingly and with intent to defraud any insurance company or any other person files an application for insurance, containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

[For AL the following fraud warning applies: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.]

4 Fraud warnings, continued

[For AR, LA, MA, NM, RI, and WV, the following fraud warning applies: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[For CO the following warning applies: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.]

[For the District of Columbia the following notice applies: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[For FL the following notice applies: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

[For KS the following notice applies: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.]

[For KY the following notice applies: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance, containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects such person to criminal and civil penalties.]

[For MD the following notice applies: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[For ME, TN, VA, and WA the following notice applies: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

[For NJ the following notice applies: Any person who knowingly includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]

[For OH the following notice applies: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.]

[For OK the following notice applies: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

[For OR the following notice applies: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.]

[For PR the following notice applies: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances are present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.]

5 Acknowledgment and signature

To begin processing your request for portability coverage, Sun Life Assurance Company of Canada must receive this signed Application form, any other required documentation, and your first premium within [31] days of your termination date.

No insurance requested in this Application form will become effective until Sun Life Assurance Company of Canada accepts the Application, notifies you of its acceptance, and receives the first premium payment from you. If you submit the initial premium payment with the Application and Sun Life rejects the Application, Sun Life will refund the premium. If your Application is accepted, Sun Life will bill you for future premium payments. Rates will increase when you reach a new age band and may increase for reasons other than age. See the Portability Kit or ask your employer for rates and age bands.

You must read and sign to apply for coverage.

I/We understand and agree that: (1) My/Our eligibility for Portable Group Insurance will be based on the Portability conditions stated in the qualifying group policy(ies). (2) The answers and statements in this Application will be the basis for and become part of any insurance certificate issued as a result of this Application. (3) The certificate issued will replace the coverage provided by the group policy indicated in section 1 of this Application. (4) No insurance requested in this Application will be effective until Sun Life Assurance Company of Canada accepts this Application and receives my initial premium payment. (5) A claim may be denied in accordance with the Incontestability provision of the Portability Certificate if the statements in this Application are not complete and true. (6) All portable insurance will be subject to the terms and conditions of the Portable Group Insurance Certificate and the Group Policy under which it is issued.

Signature of employee X	Date
----------------------------	------

[(Employee's signature is not required above if spouse is porting due to divorce or death of the employee.)]

[Signature of spouse (if also applying for Critical Illness coverage)] X	Date
---	------

Contact us



By mail

Sun Life Assurance Company of Canada
[One Sun Life Executive Park], [SC 3015]
Wellesley Hills, MA 02481



www.sunlife.com/us



Customer Service **[800-247-6875]** M–F [8:30 a.m. – 6:00 p.m., ET]

Sun Life Assurance Company of Canada is a member of the Sun Life Financial group of companies.

© 2012 Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481. All rights reserved.

Sun Life Financial and the globe symbol are registered trademarks of Sun Life Assurance Company of Canada.

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

Form #: 12-STDPort-C-01

Revision Date: December 20, 2012

Variability denoted by bracketing

Field	Scope of Variation
Cover Page	
Executive Office	Executive Office address, telephone and internet address reflects current information but may be changed to reflect new address, telephone or internet address.
Policy Number	Hypothetical - John Doe specimen information.
Policy Effective Date	Hypothetical - John Doe specimen information.
Certificate Number	Hypothetical - John Doe specimen information.
Certificate Effective Date	Hypothetical - John Doe specimen information.
Company Officers	In the event the signature or title of an officer signing the form changes, any new signature or title utilized will be that of an officer of the company.
Corporate logo	Will vary to reflect future change.
Notice to Certificateholder language	Added this language as required by Arkansas Statute: 23-79-138. Variability within this page is to accommodate future changes.
1. BENEFIT HIGHLIGHTS	
Participant	Hypothetical - John Doe specimen information.
Premium Due Date	May reflect actual date(s) or be the first of each month, quarter or year.
Weekly Benefit	Will vary from \$50 to \$7,500
Minimum Weekly Benefit	Will vary from \$10 to \$100
Elimination Period	Will vary from 0 to 90 days
Maximum Benefit Period	Will vary from 1 week to 104 weeks.
2. DEFINITIONS	
Disabled or Disability	Text reading "or Partially" will be removed if plan does not cover partial disability.
Elimination Period	Text reading "or Partial" will be removed if plan does not cover partial disability.
Full-time Basis	Text reading "or Partial" will be removed if plan does not cover partial disability.

Field	Scope of Variation
Partial Disability or Partially Disabled	Definition will be removed if plan does not cover partial disability. Text reading “80% of” varies from 80% and 100%. Text reading “within 14 days” varies from 7 days to 31 days. May be required to satisfy Elimination Period with days of Total Disability only, or a combination of Total and Partial Disability days. May be required to receive at least one Total Disability benefit.
Pre-existing Condition	Definition will be removed if plan does not limit or exclude disability due to pre-existing conditions. Text reading “90 days” varies from 30 days to 12 months. “Prudent person” sentence may be removed.
Total Disability or Totally Disabled	May be required to satisfy Elimination Period with days of Total Disability only, or a combination of Total and Partial Disability days.
Total Weekly Earnings	Will be removed if plan does not cover partial disability. Multiplier varies from 1.10 to 1.67.
3. PORTABILITY	
When are you eligible for portability insurance?	Text reading “for up to 60 months” may be removed entirely or varies from 1 month to 60 months. Reference to Canada will be removed if plan does not extend to Canadian residents. Text reading “24 consecutive months” varies from 1 month to 24 months, and “consecutive” may be removed. “Voluntarily” may be removed. Age varies from 50 - 99. Text reading “or Partially” will be removed if plan does not cover partial disability. One or more of the following requirements for eligibility may be removed: <ul style="list-style-type: none"> • you reside in the United States or Canada • the Qualifying Group Insurance Policy is still in force • you are not covered under any other individual, group or employer sponsored STD plan
What is the amount of portable insurance?	Percentage of insurance varies from 80% to 100%. Text reading “52 weeks” varies from 1 week to 104 weeks.
4. EFFECTIVE DATES AND TERMINATION FOR PARTICIPANT INSURANCE	
When does Participant Insurance end?	Reference to Canada will be removed if plan does not extend to Canadian residents. Text reading “31-day” varies from 31-day to 91-day. Age varies from 50 -99. Text reading “52 weeks” varies from 1 week to 104 weeks. Text reading “24 months” varies from 1 month to 24 months. Text reading “60 months” varies from 1 month to 60 months. One or more of the following termination items may be removed: <ul style="list-style-type: none"> • the date you reside outside the United States or Canada • the date you request in writing to end your Participant Insurance • the date you become insured again under the Qualifying Group Insurance Policy • the end of your Maximum Benefit Period or 52 weeks, whichever occurs first • the date you become covered under any other individual, group or employer sponsored STD plan • the end of 24 months from the Certificate Effective Date if you are not an active full-time employee • the end of 60 months from the Certificate Effective Date
5. PREMIUMS	
When are your premiums due and how are they determined?	Reference to Canadian currency may be changed to “or Canadian dollars at the accepted daily rate of exchange” or may be removed entirely if coverage does not extend to Canadian residents.
Can premium rates that apply to your insurance change?	Sentence stating that we have the right to recalculate premium may be removed. Text reading “12 months” varies from 6 months to 12 months. Text reading “60 days” varies from 30 days to 90 days.

Field	Scope of Variation
What is the grace period?	Text reading "31-day" varies from 31 to 91 days.
6. BENEFIT PROVISIONS	
What is the Short Term Disability Benefit?	Text reading "or Partially" will be removed if plan does not cover partial disability.
When do weekly STD benefits become payable?	Text reading "or Partially" and any other text referring to Partial Disability will be removed if plan does not cover partial disability. Text reading "within 14 days" varies from 7 days to 31 days. Text reading "within 31 days" varies from 31 days to 91 days. Text reading "within 14 days after Total Disability Benefits cease" may be removed entirely. Text reading "within 31 days of the end of the period during which you receive Total Disability Benefits" may be removed entirely.
What conditions must be met for weekly STD benefits to continue?	Text reading "or Partially" will be removed if plan does not cover partial disability.
How is the weekly STD benefit calculated?	Sentence referring to Partially Disabled will be removed if plan does not cover partial disability.
What is the Total Disability Benefit formula?	If the plan does not include Other Income Benefit offset, then "formula" will not appear and the benefit description will read "The Total Disability Benefit is equal to your Weekly Benefit."
What is the Partial Disability Benefit formula?	This paragraph will be removed if plan does not cover partial disability. Reference to Other Income Benefits will not appear If the plan does not include Other Income Benefit offset,
Are you required to pay premiums for STD insurance during a period of Total or Partial Disability?	This paragraph will be removed if plan does not include a waiver of premium provision. Text reading "or Partial / Partially" will be removed if plan does not cover partial disability. Last sentence of this provision may be removed if coverage terminates when your disability ceases.
What are Other Income Benefits?	May be removed entirely If the plan does not include Other Income Benefit offset. Any combination of the individually identified Other Income Benefits may appear. Text reading "or Partial" will be removed if plan does not cover partial disability. 100% varies from 60% to 100%.
What if you receive payment of Other Income Benefits in a lump sum?	May be removed entirely If the plan does not include Other Income Benefit offset.
Are you required to apply for Other Income Benefits?	May be removed entirely If the plan does not include Other Income Benefit offset.
Are any of your Other Income Benefits estimated?	May be removed entirely If the plan does not include Other Income Benefit offset. Text reading "or Partial" will be removed if plan does not cover partial disability.
What happens when the Other Income Benefits have been awarded or have been denied?	May be removed entirely If the plan does not include Other Income Benefit offset.

Field	Scope of Variation
What happens if you receive increases in your Other Income Benefits?	May be removed entirely If the plan does not include Other Income Benefit offset.
When does your weekly STD benefit cease?	<p>Reference to Canada will be removed if plan does not extend to Canadian residents. Text reading “or Partially” will be removed if plan does not cover partial disability. Percentage of Total Weekly Earnings varies from 80% to 100%.</p> <p>One or more of the following termination items may be removed:</p> <ul style="list-style-type: none"> • the date you reside outside the United States or Canada • the date your Partial Disability employment earnings are more than 80% of your total Weekly Earnings
What happens if you recover and become disabled again?	Entire provision may be removed. Text reading “or Partial” will be removed if plan does not cover partial disability. Paragraph regarding terminating benefits if person becomes eligible for benefits under another policy or if the policy terminates may be removed.
7. LIMITATIONS AND EXCLUSIONS	
What limitations apply to the benefits payable?	Text reading “or Partial” and any other text referring to Partial Disability will be removed if plan does not cover partial disability. Last limitation pertaining to pre-existing condition may be removed entirely if instead disability due to a pre-existing condition is excluded or covered without limitation. The 3 month treatment free language may be removed entirely. The 12 month insured period varies from 1 month to 24 months. The 3 month treatment free period ranges from 3 months to 12 months.
What exclusions apply to the benefits payable?	<p>Text reading “or Partial” will be removed if plan does not cover partial disability. Last exclusion pertaining to pre-existing condition may be removed entirely if instead disability due to a pre-existing condition is limited or covered without limitation.</p> <p>One or both of the following exclusions may be removed:</p> <ul style="list-style-type: none"> • Injury or Sickness for which you are entitled to benefits under any Workers’ Compensation, Occupational Disease or similar law; • [Injury or Sickness sustained while you are doing any act or thing pertaining to any occupation for wage or profit (This exclusion will not apply if you are a partner or a sole proprietor and cannot be covered by law under any Workers’ Compensation, Occupational Disease or any similar law.)
8. CLAIMS	
When does written Notice of Claim have to be submitted?	Text reading “30 days” varies from 30 days to 180 days or as mandated by state law or regulation.
When does written Proof of claim have to be submitted?	Text reading “90 days” varies from 90 days to 180 days or as mandated by state law or regulation.
What is considered Proof of claim?	Text reading “30 days” varies from 30 days to 180 days or as mandated by state law or regulation.
When will a decision on your claim be made?	Text reading “45 days” and “30-day” may vary from 10 days – 45 days based on ERISA requirements and as mandated by Federal laws or regulations.
What if your claim is denied?	Text will show if the plan is subject to ERISA and may vary to comply with federal requirements.

Field	Scope of Variation
Can you request a review of a claim denial?	Text reading "180 days" may vary from 90 days - 365 days. Text reading "45 days" may vary from 10 days – 45 days based on Policyholder requirements and as mandated by state laws or regulations.
What if your claim is denied on review?	Text will show if the plan is subject to ERISA and may vary to comply with federal requirements.
9. GENERAL PROVISIONS	
What are the time limits for legal proceedings?	Text reading "60 days" may vary between 60 days - 90 days. 3 years may vary between 2 years – 3 years.
Is there a limit on premium refunds?	Text reading "12 months" may vary between 6 months - 36 months.