# SUN LIFE AND HEALTH INSURANCE COMPANY (U.S.)

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Wellesley Hills, MA 02481

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Sun Life and Health Insurance Company (U.S.) (the Company) certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number: 903900-002
Policy Effective Date: January 1, 2018
Policyholder: Adelphi University
Employer: Adelphi University

Issue State: New York
Amendment Effective Date: July 1, 2022

The benefits paid under the Accelerated Benefit option may be taxable and may affect eligibility for public programs such as Medicaid. You should consult with an appropriate social services agency as well as your personal tax advisor prior to applying for such benefits.

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

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

Signed for the Company,

David J. Healy President

Colleen L. Kallas Assistant Vice President and Senior Counsel and Secretary

Group Term Voluntary Life Insurance Certificate Annually Renewable Non-Participating Contributory Insurance



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# Eligible Classes: Employee Voluntary Life Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 35 hours per week, excluding Local 1102 and Part-Time Local 153 Employees.

# **Spouse Voluntary Life Insurance**

All Full-Time United States Employees working in the United States scheduled to work at least 35 hours per week, excluding Local 1102, Part-Time Local 153 and AAPWLU Employees.

# **Dependent Children Voluntary Life Insurance**

All Full-Time United States Employees working in the United States scheduled to work at least 35 hours per week, excluding Local 1102, Part-Time Local 153 and AAPWLU Employees.

# **Eligibility Waiting Period:**

Until the first of the month coincident with or next following date of employment

#### **EMPLOYEE VOLUNTARY LIFE INSURANCE**

Classification: 1 All Eligible Local 153 and AAPWLU Employees

# **Amount of Insurance**

You may elect one of the following Options:

Option I 1 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$300,000.

Option II 1.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already

a multiple of \$1,000, subject to a maximum benefit of \$300,000.

Option III 2 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$300,000.

Option IV 2.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already

a multiple of \$1,000, subject to a maximum benefit of \$300,000.

Option V 3 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$300,000.

## **Evidence of Insurability**

You must submit Evidence of Insurability each time you do any of the following or any of the following occur:

- you enroll for Employee Voluntary Life Insurance as a Late Entrant; or
- you apply for an increase in your amount of Employee Voluntary Life Insurance.

Any amount of insurance that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Evidence of Insurability will not be required if you elect to increase your amount of Employee Voluntary Life Insurance by 2 option, but only one time during any 12 month period.

# **Age Reductions**

Your amount of Employee Voluntary Life Insurance shown above reduces to 66% when you reach age 65.

# **Basic Annual Earnings**

Your current salary or wage from your Employer as of January 1st of each year or your average monthly earnings for your period of employment annualized if you were not employed on January 1st. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

#### Included in this Certificate for this Class

Accelerated Benefit - for you

Portability – for you and your Spouse and your Dependent Children

Waiver of Premium

## **Contributions**

The cost of your Employee Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

#### **EMPLOYEE VOLUNTARY LIFE INSURANCE**

Classification: 2 All Other Eligible Employees

# **Amount of Insurance**

You may elect one of the following Options:

Option I 1 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$500,000.

Option II 1.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already

a multiple of \$1,000, subject to a maximum benefit of \$500,000.

Option III 2 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$500,000.

Option IV 2.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already

a multiple of \$1,000, subject to a maximum benefit of \$500,000.

Option V 3 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a

multiple of \$1,000, subject to a maximum benefit of \$500,000.

#### **Guaranteed Issue Amount**

If you were insured under the Prior Policy for Employee Voluntary Life Insurance on December 31, 2017, your Guaranteed Issue Amount is the amount of Employee Voluntary Life Insurance you had in force on December 31, 2017 or \$300,000, whichever is greater.

If you were hired on or after January 1, 2018, your Guaranteed Issue Amount is \$300,000.

## **Evidence of Insurability**

You must submit Evidence of Insurability each time you do any of the following or any of the following occur:

- you enroll for Employee Voluntary Life Insurance as a Late Entrant;
- you apply for an increase in your amount of Employee Voluntary Life Insurance;
- your amount of Employee Voluntary Life Insurance is in excess of the Guaranteed Issue Amount; or
- any subsequent increase which exceeds the greater of \$20,000 or 15% of your amount of Employee
   Voluntary Life Insurance if, after the increase, your amount of Employee Voluntary Life Insurance is in excess of the Guaranteed Issue Amount.

Any amount of insurance that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Evidence of Insurability will not be required for any salary increase below the Guaranteed Issue Amount.

Evidence of Insurability will not be required if you elect to increase your amount of Employee Voluntary Life Insurance by 2 option, but only one time during any 12 month period.

#### Age Reductions

Your amount of Employee Voluntary Life Insurance shown above reduces to 66% when you reach age 65.

# **Basic Annual Earnings**

Your current salary or wage from your Employer as of January 1st of each year or your average monthly earnings for your period of employment annualized if you were not employed on January 1st. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

# Included in this Certificate for this Class

Accelerated Benefit - for you

# **EMPLOYEE VOLUNTARY LIFE INSURANCE**

Portability – for you and your Spouse and your Dependent Children

Waiver of Premium

# Contributions

The cost of your Employee Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

# SPOUSE VOLUNTARY LIFE INSURANCE

# Amount of Insurance

\$5,000

Your amount of Spouse Voluntary Life Insurance cannot be more than 50% of your amount of Employee Voluntary Life Insurance.

# **Evidence of Insurability**

You must submit Evidence of Insurability for your Spouse each time you do any of the following or any of the following occur:

• you enroll for Spouse Voluntary Life Insurance as a Late Entrant.

Any amount of insurance requested for your Spouse that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application for your Spouse and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

# **Contributions**

The cost of your Spouse Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

# DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE

#### **Amount of Insurance**

**Dependent Child** 

6 months of age or older \$1,000

14 days but less than 6 months \$500

Under 14 days of age None

Your amount of Dependent Children Voluntary Life Insurance cannot be more than 50% of your amount of Employee Voluntary Life Insurance.

# **Evidence of Insurability**

You must submit Evidence of Insurability for your Dependent Child each time you do any of the following or any of the following occur:

• you enroll for Dependent Children Voluntary Life Insurance as a Late Entrant.

Any amount of insurance requested for your Dependent Child that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application for your Dependent Child and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

## **Contributions**

The cost of your Dependent Children Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

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

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

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

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

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

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

**Dependent Child (Dependent Children)** means your unmarried child who depends on you for support and maintenance from live birth to under age 26.

Dependent Child includes:

- your step-child with the consent of a biological or adoptive parent;
- your adopted child, including any child placed with you for adoption.

If an unmarried child is age 26 or older and is:

- incapable of self-sustaining employment because of mental illness, developmental disability or mental retardation as defined in the mental hygiene law or physical handicap; and
- chiefly dependent on you for support;

that child will continue to be a Dependent Child under the Policy for as long as these conditions exist.

No person may be considered to be a Dependent Child of more than one Employee.

Dependent Child does not include any person who is insured as an Employee.

**Domestic Partner** means a person who, together with another person of the same or opposite sex, has submitted proof of the domestic partnership and financial interdependence in the form of:

- Registration as a domestic partnership indicating that neither individual has been registered as a member of another domestic partnership within the last six months, where such registry exists; or
- For partners residing where registration does not exist, by an alternative affidavit of domestic partnership.
  - The affidavit must be notarized and contain the following:
    - The partners are both eighteen years of age or older and are mentally competent to consent to contract:
    - The partners are not related by blood in a manner that would bar marriage under the laws of the State
      of New York
    - The partners have been living together on a continuous basis prior to the date of the application;
    - Neither individual has been registered as a member of another domestic partnership within the last six months; and
  - Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and
  - Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence:
    - A joint bank account
    - A joint credit card or charge card
    - Joint obligation on a loan
    - Status as an authorized signatory on the partner's bank account, credit card or charge card
    - Joint ownership of holdings or investments

- · Joint ownership of residence
- Joint ownership of real estate other than residence
- Listing of both partners as tenants on the lease of the shared residence
- Shared rental payments of residence (need not be shared 50/50)
- Listing of both partners as tenants on a lease or shared rental payments, for property other than residence
- A common household and shared household expenses (e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50))
- Shared household budget for purposes of receiving government benefits
- Status of one as representative payee for the other's government benefits
- Joint ownership of major items of personal property (e.g., appliances, furniture)
- Joint ownership of a motor vehicle
- Joint responsibility for child care (e.g., school documents, guardianship)
- Shared child-care expenses (e.g., babysitting, day care. School bills (need not be shared 50/50))
- Execution of wills naming each other as executor and/or beneficiary
- Designation as beneficiary under the other's life insurance policy
- Designation as beneficiary under the other's retirement benefits account
- Mutual grant of durable power of attorney
- Mutual grant of authority to make heath care decisions (e.g., health care power of authority)
- · Affidavit by creditor or other individual able to testify to partners' financial interdependence
- Other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights.

# Employee means a person who is:

- employed by the Employer within the United States;
- scheduled to work at least the minimum hours shown in the Benefit Highlights;
- paid regular earnings in accordance with applicable state, provincial and federal wage and hour laws; and
- · has a legitimate federal tax identification number.

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

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

**Employer** means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

**Evidence of Insurability** means proof that you or your Spouse or Dependent Child are insurable, as determined by us, for the insurance you requested under this Certificate which requires such Evidence of Insurability. You must submit to us an Evidence of Insurability application that provides information concerning your or your Spouse's or Dependent Child's medical history. You and your Spouse must agree to submit to a paramedical or other physical examination or tests and/or provide copies of medical records upon our request. We will pay the cost of such examination or test.

**Family Member** means: (a) your spouse, civil union partner or Domestic Partner and (b) the following relatives of you or your spouse, civil union partner or Domestic Partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; or (5) brother or sister. This includes adopted, in-law and step-relatives.

**Guaranteed Issue Amount** means the maximum amount of insurance available to you under the Policy without having to provide Evidence of Insurability. The Guaranteed Issue Amount is shown in the Benefit Highlights.

**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.

Injury means bodily impairment.

**Insured** means any person covered under the Policy.

Late Entrant means you enroll for any insurance more than 31 days after you first become eligible to enroll in it.

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

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

**Material and Substantial Duties** means the essential tasks, functions, skills and responsibilities required by employers for the performance of an occupation. Material and Substantial Duties means those job tasks that are required to do a particular job as performed in the general labor market and national economy and cannot be reasonably modified or omitted.

**Physician** means a person who is operating within the scope of his or her license and is either:

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and prescribe and administer drugs; or
- any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you or any Family Member.

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

Policyholder means the entity to which the Policy is issued.

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

**Qualifying Event** means a Sickness or physical condition that is diagnosed by a Physician to reasonably be expected to result in your death within 12 months or less.

Retirement means the first of the following to occur:

- the effective date of your Retirement benefits under:
  - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
  - any Retirement plan the Employer sponsors; or
  - any Retirement plan to which the Employer:
    - · makes contributions; or
    - has made contributions.
- the effective date of your Retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);

• an Employee Stock Ownership Plan (ESOP).

**Sickness** means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

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

Spouse does not include any person who is insured under the Policy as an Employee.

**Total Disability or Totally Disabled** means because of your Injury or Sickness you are unable to perform all the Material and Substantial Duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

We, Us, Our (we, us, our) means Sun Life and Health Insurance Company (U.S).

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

## 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

## When are you eligible for Employee Voluntary Life Insurance?

You are initially eligible for insurance on the latest of:

- January 1, 2018;
- the first day of the month coincident with or next following your date of employment; or
- the date you first are Actively at Work in an Eligible Class.

# When must you enroll for Employee Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible, otherwise you will be considered a Late Entrant.

If you decide later you want to enroll for Employee Voluntary Life Insurance, Evidence of Insurability will be required.

## When does Employee Voluntary Life Insurance start?

If you are not a Late Entrant, your Employee Voluntary Life Insurance up to your applicable Guaranteed Issue Amount starts on the later of the date:

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

If Evidence of Insurability is required for any amount of Employee Voluntary Life Insurance in excess of the Guaranteed Issue Amount or you enroll as a Late Entrant, that amount will not start until we approve it in writing, provided you are Actively at Work on that date.

If you are not Actively at Work, your Employee Voluntary Life Insurance will not start until you resume being Actively at Work.

## When can you make changes in Employee Voluntary Life Insurance?

You may request a change in your Employee Voluntary Life Insurance benefit elections at any time if you are covered under the Policy and Actively at Work.

Evidence of Insurability may be required for any change in Employee Voluntary Life Insurance as specified in the Benefit Highlights.

#### When does a change in your Employee Voluntary Life Insurance start?

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

- on the first of the month following the date of change, when you apply for a different coverage option;
- on the first of the month following the date of change, when you transfer to a different class of eligible Employees;
- on the January 1st following the date of change, for an increase in your Basic Annual Earnings; or
- on the date we approve any required Evidence of Insurability.

If Evidence of Insurability is required for any increase in your amount of Employee Voluntary Life Insurance, the increase in your insurance will not start until we approve the increase in writing, provided you are Actively at Work on that date.

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

Any reduction in insurance due to your age will start on the January 1st following the date of change, whether or not you are Actively at Work.

Whether or not you are Actively at Work, any other reduction in Employee Voluntary Life Insurance for reasons other than an age reduction will start:

- on the first of the month following the date of change, when you reduce coverage;
- on the first of the month following the date of change, when you transfer to a different class of eligible Employees; or
- on the January 1st following the date of change, for a decrease in your Basic Annual Earnings.

## 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

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

If you are rehired by your Employer within 6 months of the date your employment ends your insurance may be reactivated. Your reactivated insurance will be:

- the same as the insurance you had prior to the termination of your employment; and
- subject to all the terms and provisions of the Policy.

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

If you are rehired by your Employer 6 months or later after the date your employment terminates, your coverage will not be reactivated. You will be eligible for insurance on the day after you complete a new Eligibility Waiting Period.

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

Evidence of Insurability is required for insurance in excess of your reactivated insurance amount.

Coverage will not be reactivated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

# When does Employee Voluntary Life Insurance end?

Your Employee Voluntary Life Insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Employee Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance;
- the date you request in writing to end your Employee Voluntary Life Insurance;
- the last day of the month in which you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date you enter active duty in any armed service, subject to the Insurance Continuation provision;
- the last day of the month in which you retire; or
- the date you die.

# If your Employee Voluntary Life Insurance has ended, can it be reinstated?

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

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

A new Eligibility Waiting Period will not apply.

Your reinstated insurance will be:

- the same insurance you had prior to the termination of your insurance; and
- subject to all the terms and provisions of the Policy.

Evidence of Insurability will be required if you apply for an increase in your amount of insurance in excess of your reinstated insurance.

Coverage will not be reinstated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

## 4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

## When are you eligible for Spouse Voluntary Life Insurance?

If you are in an Eligible Class, you are initially eligible for Spouse Voluntary Life Insurance on the latest of:

- January 1, 2018;
- the date you are eligible for Employee Voluntary Life Insurance; or
- the date you acquire a Spouse.

# When must you enroll for Spouse Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Spouse Voluntary Life Insurance, otherwise you will be considered a Late Entrant for Spouse Voluntary Life Insurance.

If you decide later you want to enroll for Spouse Voluntary Life Insurance, Evidence of Insurability for your Spouse will be required.

You may not enroll for Spouse Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

## When does Spouse Voluntary Life Insurance start?

If you are not a Late Entrant, your Spouse Voluntary Life Insurance starts on the latest of the date:

- you are eligible for Spouse Voluntary Life Insurance;
- you are insured for Employee Voluntary Life Insurance;
- you enroll for Spouse Voluntary Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Spouse is not Confined on that date.

If you are a Late Entrant, Evidence of Insurability is required for any amount of Spouse Voluntary Life Insurance and that amount will not start until we approve it in writing, provided you are Actively at Work on that date and your Spouse is not Confined on that date.

If you are not Actively at Work, your Spouse Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your Spouse Voluntary Life Insurance will not start until your Spouse is no longer Confined.

# When can you make changes in Spouse Voluntary Life Insurance?

You may request a change in your Spouse Voluntary Life Insurance benefit elections at any time if you are covered under the Policy and Actively at Work.

Evidence of Insurability may be required for any change in Spouse Voluntary Life Insurance as specified in the Benefit Highlights.

#### When does a change in Spouse Voluntary Life Insurance start?

If you are Actively at Work, any increase in Spouse Voluntary Life Insurance or benefits will start on the date we approve any required Evidence of insurability.

If Evidence of Insurability is required for any increase in your amount of Spouse Voluntary Life Insurance, the increase in your Spouse Voluntary Life Insurance will not start until we approve the increase in writing, provided you are Actively at Work on that date.

Your Spouse must not be Confined on the date of the increase in benefits.

If you are not Actively at Work, any increase in Spouse Voluntary Life Insurance will not start until you resume being Actively at Work.

# 4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

If your Spouse is Confined, your increase in Spouse Voluntary Life Insurance will not start until your Spouse is no longer Confined.

# When does Spouse Voluntary Life Insurance end?

Spouse Voluntary Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Spouse Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Spouse Voluntary Life Insurance;
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- the date you request in writing to end your Spouse Voluntary Life Insurance;
- the last day of the month in which you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Spouse enters active duty in any armed service;
- the date your Spouse no longer meets the definition of Spouse as described in this Certificate;
- the last day of the month in which you retire;
- the date you are approved for the Waiver of Premium Benefit;
- the date you die; or
- the date your Spouse dies.

# 5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

# When are you eligible for Dependent Children Voluntary Life Insurance?

If you are in an Eligible Class, you are initially eligible for Dependent Children Voluntary Life Insurance on the latest of:

- January 1, 2018;
- the date you are eligible for Employee Voluntary Life Insurance; or
- the date you acquire a Dependent Child.

# When must you enroll for Dependent Children Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Dependent Children Voluntary Life Insurance, otherwise you will be considered a Late Entrant for Dependent Children Voluntary Life Insurance.

If you decide later you want to enroll for Dependent Children Voluntary Life Insurance, Evidence of Insurability will be required for your Dependent Child.

Evidence of Insurability for your Dependent Child will be required.

You may not enroll for Dependent Children Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

#### When does Dependent Children Voluntary Life Insurance start?

If you are not a Late Entrant, your Dependent Children Voluntary Life Insurance starts on the latest of the date:

- you are eligible for Dependent Children Voluntary Life Insurance;
- you are insured for Employee Voluntary Life Insurance; or
- you enroll for Dependent Children Voluntary Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Dependent Child is not Confined on that date.

If you are a Late Entrant, Evidence of Insurability is required for any amount of Dependent Children Voluntary Life Insurance and that amount will not start until we approve it in writing, provided you are Actively at Work on that date and your Dependent Child is not Confined on that date.

If you are not Actively at Work, your Dependent Children Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined Dependent Children Voluntary Life Insurance for that Child will not start until that Child is no longer Confined. Confinement does not apply to a newborn child.

# When can you make changes in Dependent Children Voluntary Life Insurance?

You may request a change in your Dependent Children Voluntary Life Insurance benefit elections at any time if you are covered under the Policy and Actively at Work.

Evidence of Insurability may be required for any change in Dependent Children Voluntary Life Insurance as specified in the Benefit Highlights.

#### How can you add a child or children to your Dependent Children Voluntary Life Insurance?

After you and a Dependent Child are covered under the Policy, and you are Actively at Work, any child who becomes one of your Dependent Children will automatically be covered without Evidence of Insurability.

# How does Dependent Children Voluntary Life Insurance apply to newborn children or newly adopted children?

If you are insured under the Policy but do not have Dependent Children Voluntary Life Insurance when a newborn child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered for 31 days from the date that child becomes your Dependent Child. To continue coverage beyond 31 days, you must:

 enroll for Dependent Children Voluntary Life Insurance within 31 days from the date the newborn child or newly adopted child becomes your Dependent Child; and

# 5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

pay the required premium to continue your Dependent Children Voluntary Life Insurance...

If you are covered under the Policy and have Dependent Children Voluntary Life Insurance when a newborn child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered.

# When does Dependent Children Voluntary Life Insurance end?

Dependent Children Voluntary Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Dependent Children Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Dependent Children Voluntary Life Insurance:
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- the date you request in writing to end your Dependent Children Voluntary Life Insurance;
- the last day of the month in which you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Dependent Child enters active duty in any armed service;
- the date your Dependent Child no longer meets the definition of Dependent Child as described in this Certificate, but only with respect to that person;
- the last day of the month in which you retire;
- the date you are approved for the Waiver of Premium Benefit;
- the date you die; or
- the date your Dependent Child dies.

#### 6. TERMINATION OF A BENEFIT PROVISION AND THE POLICY

# When does a benefit provision terminate?

A benefit provision made part of the Policy will terminate for any of the following reasons:

The Policyholder may terminate a benefit provision by advance written notice delivered to us at least 31 days prior to the termination date. The benefit provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to us for all premiums due and unpaid for the full period that the benefit provision is in force.

We may terminate a benefit provision on any Premium Due Date by giving written notice to the Policyholder at least 31 days in advance if the Policyholder fails to promptly furnish any information we may reasonably require to administer the benefit provision.

We may terminate any benefit provision on any policy anniversary by giving written notice to the Policyholder at least 31 days in advance if:

- less than 20% of all Eligible Employees are insured for Employee Voluntary Life Insurance; or
- the number of insured Employees for that benefit is less than 10.

# When does the Policy terminate?

The Policy will terminate on the earliest of:

- the last day of the grace period if premiums remain unpaid;
- the termination date requested by the Policyholder in writing but no earlier than the last date for which premium has been paid;
- the date that we specify in advance written notice to the Policyholder, but not less than 31 days in advance of such date, if any Policyholder action or inaction affects our ability to administer the Policy;
- on any policy anniversary by giving written notice to the Policyholder at least 31 days in advance if:
  - o at any time when the Policyholder fails:
    - to furnish promptly any information that we may reasonably require; or
    - to perform any other obligations pertaining to the Policy;
  - o at any time when the Policyholder ceases to qualify for insurance coverage under the Policy in accordance with our then current standard underwriting rules and practices;
  - the Policyholder does not have at least 10 Employees insured under the Policy; or
  - the Policyholder is not actively engaged in the business that we agree to insure.

On any policy anniversary by giving written notice to the Policyholder at least 60 days in advance of our intent to terminate.

Once the Policy terminates, the insurance it provides will end automatically.

## **EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFIT**

# What is the Employee Voluntary Life Insurance benefit?

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

# What is the amount of the Employee Voluntary Life Insurance benefit?

If you die while insured under the Policy, we will pay an Employee Voluntary Life Insurance benefit equal to the lesser of:

- your elected Employee Voluntary Life Insurance amount as shown in the Benefit Highlights; or
- the Employee Guaranteed Issue Amount as shown in the Benefit Highlights, plus any amount of insurance over your Guaranteed Issue Amount for which we have approved your Evidence of Insurability.

Your Employee Voluntary Life Insurance benefit cannot exceed the maximum benefit for Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Employee Voluntary Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements, age reductions or terminations according to the provisions of the Policy.

If you had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Employee Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued to you as a result of the exercise of those provisions unless you cancel such coverage.

#### **WAIVER OF PREMIUM BENEFIT**

#### What is the Waiver of Premium Benefit?

If you become Totally Disabled while insured, the Waiver of Premium Benefit may continue your Employee Voluntary Life Insurance while you remain Totally Disabled without any further payment of premiums by you or your Employer.

# When are you eligible for the Waiver of Premium Benefit?

You are eligible for the Waiver of Premium Benefit if we receive notice of claim and Proof of claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before your Retirement; and
- we approve and continue to approve your claim.

What is the amount of Life Insurance benefit that is continued under the Waiver of Premium Benefit? We will continue the amount of your Employee Voluntary Life Insurance in force on the last day you were Actively at Work. This amount remains subject to the Policy's terms and conditions.

If you are eligible for the Waiver of Premium Benefit and you have received an Accelerated Benefit from us, the amount of insurance on which premiums are waived will be reduced by the amount of any Accelerated Benefit paid by us.

If you have converted your Employee Voluntary Life Insurance to an individual life insurance policy, the continued insurance under the Waiver of Premium Benefit will be reduced by that converted amount unless you exchange the individual life insurance policy for a full refund of premiums paid.

# Are premium payments required prior to approval of the Waiver of Premium Benefit?

Yes, premium payments are required until the earlier of:

- the date we make a decision on your Waiver of Premium Benefit claim; or
- 12 months from the date you were last Actively at Work.

## When are premiums waived?

If we approve your Waiver of Premium Benefit claim, we will notify you of the date the waiver of premium will begin.

## Will premium be refunded?

A refund of premium will be made for any premium paid from the date you were last Actively at Work until the date we approve the Waiver of Premium Benefit claim not to exceed 12 months of premium.

# What happens if you die before you are approved for the Waiver of Premium Benefit?

If you die before you are approved for the Waiver of Premium Benefit and within 12 months from the date you ceased to be Actively at Work, a death benefit may be payable if, within 3 months of your death, we receive Proof that:

- your Total Disability lasted without interruption from the date you ceased to be Actively at Work until your death; and
- you would have qualified for this Waiver of Premium Benefit except that we had not approved your initial Proof of Total Disability.

#### When does the Waiver of Premium Benefit end?

Your Waiver of Premium Benefit ceases on the earliest of:

- the date you are no longer Totally Disabled;
- the date you fail to provide Proof that you continue to be Totally Disabled;
- the date you refuse to submit to an examination by a Physician of our choice;
- the date you reach age 65 or for 12 months, whichever is later, if your Total Disability began before you reached age 65;
- the date of your Retirement;
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age
   65:
- the date you reside outside of the United States for more than 12 consecutive months; or
- the date you die.

Your right to benefits pursuant to this Waiver of Premium Benefit is determined initially on the date Total Disability begins. Your ongoing right to receive the Waiver of Premium Benefit depends upon our continued approval of your claim. These rights will not be affected by subsequent amendment or termination of this Waiver of Premium Benefit or the Policy.

If your Waiver of Premium Benefit ends and you do not return to being Actively at Work, you may convert your Employee Voluntary Life Insurance under the Conversion Privilege.

#### What happens if you do not qualify for the Waiver of Premium Benefit?

You may continue your Employee Voluntary Life Insurance with premium payment, subject to any applicable Insurance Continuation or Portability provisions or you may convert your Employee Voluntary Life Insurance under the Conversion Privilege.

# **ACCELERATED BENEFIT**

# What is the Accelerated Benefit?

If you experience a Qualifying Event, you may apply for an Accelerated Benefit. The Accelerated Benefit is an advance payment made on your Employee Voluntary Life Insurance coverage while you are still living. Any Accelerated Benefit payment made reduces your Employee Voluntary Life Insurance coverage by the amount of the Accelerated Benefit payment.

#### When are you eligible for an Accelerated Benefit?

You are eligible for an Accelerated Benefit if:

- you have experienced a Qualifying Event; and
- you are insured for at least \$20,000 of Employee Voluntary Life Insurance.

## How do you receive an Accelerated Benefit?

You need to submit a written request and Proof that you have experienced a Qualifying Event while your insurance is still in force. Your request must be approved by us. If you have assigned your Employee Voluntary Life Insurance, named an irrevocable Beneficiary or have a former Spouse named as Beneficiary as part of a divorce decree, you must have a signed agreement from them that permits the Accelerated Benefit to be paid.

The Accelerated Benefit is paid in a single lump sum amount to you only one time under the Policy.

# Are there any charges if the Accelerated Benefit is requested?

#### What is the amount of the Accelerated Benefit?

You can request up to 75% of the amount of your Employee Voluntary Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount that you may request is the lesser of 25% of the amount of your Employee Voluntary Life Insurance in force or \$50,000.

What happens to the amount of Employee Voluntary Life Insurance if you receive an Accelerated Benefit? If you have received an Accelerated Benefit from us, your Employee Voluntary Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Benefit paid by us. The reduced amount remains subject to the Policy's terms and conditions. The premium will be based on the remaining amount of your Employee Voluntary Life Insurance.

## **CONVERSION PRIVILEGE**

# What is the Conversion Privilege?

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

When can Employee Voluntary Life Insurance coverage be converted and how much can be converted? If your Employee Voluntary Life Insurance amount ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- your Retirement;
- your attainment of a specified age;
- a revision to the Policy to reduce the amount of Employee Voluntary Life Insurance in your Eligible Class;
- a revision to the Policy to terminate your Eligible Class;
- · termination of your Waiver of Premium Benefit; or
- termination of coverage under the Insurance Continuation provision.

then you may apply for an individual life insurance policy up to the amount of life insurance that ceased or reduced.

If all or part of your life insurance ceases or is reduced due to termination of the Employee Voluntary Life Insurance benefit provision; then you may apply for an individual life insurance policy up to the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 45 days after your insurance ceased or reduced.

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

# How can you exercise the Conversion Privilege?

To exercise the Conversion Privilege, you must apply for it in writing and pay the first premium within 31 days following the date your insurance ceases or reduces (the 31 Day Conversion Period) or during any extension of the period permitted by the Policy.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period? If you are not provided notice by your Employer of your right to exercise the Conversion Privilege within 15 days before or after the date your Employee Voluntary Life Insurance ceases or reduces but you are provided notice more than 15 days but less than 90 days following the date your Employee Voluntary Life Insurance ceases or reduces, you shall have an additional 45 days from the date of the notice to exercise this Conversion Privilege. If notice is not given within 90 days following the date your Employee Voluntary Life Insurance ceases or reduces, the time allowed for the exercise of this Conversion Privilege expires at the end of the 90 day period.

## What type of individual life insurance policy is available?

The individual life insurance policy may be any plan of life insurance customarily offered by us other than term insurance, except as noted herein, at the attained age and the amount requested up to the amount that ceased or reduced. At your option, the individual life insurance policy may include initial term insurance for one year. If you are totally and permanently disabled on the date your employment terminates, you may request any plan of life insurance, including term insurance, customarily issued by us at the time such request is made with the premium payable in any mode customarily offered by us and may include initial term insurance for a period of one year. The individual life insurance policy will not include any additional benefits such as a waiver of premium benefit or an accelerated benefit.

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

# When does the individual life insurance policy start?

If your application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day your Employee Voluntary Life Insurance ceases or reduces.

# What happens if you die within 31 days of the date your Employee Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy?

If you die within 31 days of the date your Employee Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy, and we receive Proof of claim, a death benefit will be paid to your Beneficiary. If an individual life insurance policy has been issued, the death benefit will not be payable under the Policy. The death benefit will be the amount of Employee Voluntary Life Insurance that you would have been eligible to convert.

# SPOUSE VOLUNTARY LIFE INSURANCE BENEFIT

# What is the Spouse Voluntary Life Insurance benefit?

If your Spouse dies while insured under the Policy and we approve the claim, we will pay a Spouse Voluntary Life Insurance benefit to you according to the provisions of the Policy.

## What is the amount of the Spouse Voluntary Life Insurance benefit?

If your Spouse dies while insured under the Policy, we will pay a Spouse Voluntary Life Insurance benefit equal to your elected Spouse Voluntary Life Insurance amount as shown in the Benefit Highlights.

Your amount of Spouse Voluntary Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements or terminations according to the provisions of the Policy.

If you or your Spouse had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Spouse Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued as a result of the exercise of those provisions unless you cancel such coverage.

#### **CONVERSION PRIVILEGE**

# What is the Conversion Privilege?

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

# When can Spouse Voluntary Life Insurance coverage be converted and how much can be converted? If your Spouse Voluntary Life Insurance ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- · your changing to a different Eligible Class;
- your Retirement;
- your attainment of a specified age;
- a revision to the Policy to reduce the amount of Spouse Voluntary Life Insurance in your Eligible Class; or
- a revision to the Policy to terminate your Eligible Class; or
- termination of coverage under the Insurance Continuation provision;
- termination of the Spouse Voluntary Life Insurance;
- your Spouse no longer meeting the definition of Spouse; or
- vour death:

then you or your Spouse may apply for an individual life insurance policy on the Spouse's life up to the amount of life insurance that ceased or reduced.

If all or part of your Spouse Voluntary Life Insurance ceases or is reduced due to termination of the Spouse Voluntary Life Insurance benefit provision then you or your Spouse may apply for an individual life insurance policy on the Spouse's life up to the amount that ceased or reduced, reduced by any amount of life insurance that your Spouse becomes eligible for under any group policy within 45 days after your Spouse Voluntary Life Insurance ceased or reduced.

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

# How can you or your Spouse exercise the Conversion Privilege?

To exercise the Conversion Privilege, you or your Spouse must apply for it in writing and pay the first premium within 31 days following the date your Spouse Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy. This is your Spouse's 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period? If you or your Spouse are not provided notice by your Employer of your or your Spouse's right to exercise the Conversion Privilege within 15 days before or after the date your Spouse's Voluntary Life Insurance ceases or reduces but you are provided notice more than 15 days but less than 90 days following the date your Spouse's

Voluntary Life Insurance ceases or reduces, you shall have an additional 45 days from the date of the notice to exercise this Conversion Privilege. If notice is not given within 90 days following the date your Spouse's Voluntary Life Insurance ceases or reduces, the time allowed for the exercise of this Conversion Privilege expires at the end of the 90 day period.

# What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance customarily offered by us other than term insurance, except as noted herein, at the attained age and the amount requested up to the amount that ceased or reduced. At your or your Spouse's option, the individual life insurance policy may include term insurance for one year. If you are totally and permanently disabled on the date your employment terminates, you may request any plan of life insurance, including term insurance, customarily issued by us at the time such request is made with the premium payable in any mode customarily offered by us and it may include initial term insurance for a period of one year. The individual life policy will not include any additional benefits such as waiver of premium benefit or an accelerated benefit.

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

#### When does the individual life insurance policy start?

If your or your Spouse's application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the date your Spouse Voluntary Life Insurance ceases or reduces.

# What happens if your Spouse dies within 31 days of your Spouse Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy?

If your Spouse dies within 31 days of the date your Spouse's Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy, and we receive Proof of claim, a death benefit will be paid to you. If an individual life insurance policy has been issued, the death benefit will not be payable under the Policy. The death benefit will be the amount of Spouse's Voluntary Life Insurance that you would have been eligible to convert on the life of your Spouse.

#### 9. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

#### DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFIT

# What is the Dependent Children Voluntary Life Insurance benefit?

If your Dependent Child dies while insured under the Policy and we approve the claim, we will pay a Dependent Children Voluntary Life Insurance benefit to you according to the provisions of the Policy.

## What is the amount of the Dependent Children Voluntary Life Insurance benefit?

If your Dependent Child dies while insured under the Policy, we will pay a Dependent Children Voluntary Life Insurance benefit equal to your elected Dependent Children Voluntary Life Insurance amount as shown in the Benefit Highlights.

Your amount of Dependent Children Voluntary Life Insurance is subject to any Evidence of Insurability requirements or terminations according to the provisions of the Policy.

If you or your Dependent Child had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Dependent Children Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued as a result of the exercise of those provisions unless you cancel such coverage.

#### **CONVERSION PRIVILEGE**

# What is the Conversion Privilege?

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

# When can Dependent Children Voluntary Life Insurance coverage be converted and how much can be converted?

If your Dependent Children Voluntary Life Insurance ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- vour changing to a different Eligible Class:
- your Retirement;
- · your attainment of a specified age; or
- a revision to the Policy to reduce the amount of Dependent Children Voluntary Life Insurance in your Eligible Class: or
- a revision to the Policy to terminate your Eligible Class; or
- termination of coverage under the Insurance Continuation provision; or
- termination of the Dependent Children Voluntary Life Insurance; or
- your Dependent Child no longer meeting the definition of Dependent Child; or
- vour death:

then you or your Dependent Child may apply for an individual life insurance policy on the Dependent Child's life up to the amount of life insurance that ceased or reduced.

If all or part of your Dependent Children Voluntary Life Insurance ceases or is reduced due to termination of the Dependent Children Voluntary Life Insurance benefit provision then you or your Dependent Child may apply for an individual life insurance policy on your Dependent Child's life up to the amount that ceased or reduced, reduced by any amount of life insurance that your Dependent Child becomes eligible for under any group policy within 45 days after your Dependent Children Voluntary Life Insurance ceased or reduced.

You or your Dependent Child will be issued an individual life insurance policy without providing Evidence of Insurability.

#### 9. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

## How can you or your Dependent Child exercise the Conversion Privilege?

To exercise the Conversion Privilege, you or your Dependent Child must apply for it in writing and pay the first premium within 31 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy. This is your Dependent Child's 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period? If you or your Dependent Child are not provided notice by your Employer of your or your Dependent Child's right to exercise the Conversion Privilege within 15 days before or after the date your Dependent Children Voluntary Life Insurance ceases or reduces but you are provided notice more than 15 days but less than 90 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces, you shall have an additional 45 days from the date of the notice to exercise this Conversion Privilege. If notice is not given within 90 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces, the time allowed for the exercise of this Conversion Privilege expires at the end of the 90 day period.

# What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance customarily offered by us other than term insurance, except as noted herein, at the attained age and the amount requested up to the amount that ceased or reduced. At your or your Dependent Child's option, the individual life insurance policy may include term insurance for one year. If you are totally and permanently disabled on the date your employment terminates, you may request any plan of life insurance, including term insurance, customarily issued by us at the time such request is made with the premium payable in any mode customarily offered by us and it may include initial term insurance for a period of one year. The individual life policy will not include any additional benefits such as waiver of premium benefit or an accelerated benefit.

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

# When does the individual life insurance policy start?

If your or your Dependent Child's application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the date your Dependent Children Voluntary Life Insurance ceases or reduces.

What happens if your Dependent Child dies within 31 days of your Dependent Children Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy? If your Dependent Child dies within 31 days of the date your Dependent Children Voluntary Life Insurance ceases or reduces or during any extension of the period permitted by the Policy, and we receive Proof of claim, a death benefit will be paid to you. If an individual life insurance policy has been issued, the death benefit will not be payable under the Policy. The death benefit will be the amount of Dependent Children Voluntary Life Insurance that you would have been eligible to convert on the life of your Dependent Child.

#### 10. EXCLUSION

What is the Policy exclusion that prevents an Employee Voluntary Life Insurance benefit from being paid? If your cause of death is suicide:

- No death benefit amount of Employee Voluntary Life Insurance is payable if your suicide occurs within 24
  months from the date your Employee Voluntary Life Insurance starts. Any period of time you were insured for
  the same amount of Employee Voluntary Life Insurance under your Employer's prior group life policy will
  count towards your completion of the 24 months.
- No increased or additional amount of Employee Voluntary Life Insurance you request is payable if the suicide
  occurs within 24 months from the date your requested increased or additional amount of Employee Voluntary
  Life Insurance starts.
- No requested amount of Employee Voluntary Life Insurance over your Guaranteed Issue Amount is payable if the suicide occurs within 24 months from the date your requested amount over your Guaranteed Issue Amount starts.

If your death occurs as a result of suicide within 24 months after your Employee Voluntary Life Insurance starts, we will refund all premiums paid for any amount of Employee Voluntary Life Insurance excluded under this suicide exclusion.

What is the Policy exclusion that prevents a Spouse Voluntary Life Insurance benefit from being paid? If your Spouse's cause of death is suicide, no death benefit amount of Spouse Voluntary Life Insurance is payable if your Spouse's suicide occurs within 24 months after your Spouse's Voluntary Life Insurance first starts. Any period of time your Spouse was insured for the same amount of Voluntary Life Insurance under your Employer's prior group life policy will count towards your Spouse's completion of the 24 months.

If your Spouse's death occurs as a result of suicide within 24 months after your Spouse's Voluntary Life Insurance starts, we will refund all premiums paid for any amount of Spouse Voluntary Life Insurance excluded under this suicide exclusion.

#### 11. CLAIM PROVISIONS

## How is a claim for Life Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. There is no time limit on a death claim. Your Employer has the notice of claim and Proof of claim forms.

#### NOTICE OF CLAIM

#### When does written notice of claim have to be submitted?

For a Waiver of Premium Benefit, written notice of claim must be given to us no later than 12 months after the date you cease to be Actively at Work.

If notice cannot be given within the applicable time period, it will not reduce or invalidate your claim, provided we are notified as soon as it is reasonably possible.

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

#### PROOF OF CLAIM

#### When does written Proof of claim have to be submitted?

For a Life Insurance benefit, written Proof of claim must be given to us prior to any payment of a death claim.

For a Waiver of Premium Benefit, written Proof of claim must be given to us no later than 15 months after the date you cease to be Actively at Work.

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

#### What is considered Proof of claim?

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

- a description of the loss or disability;
- the date the loss or disability occurred;
- the cause of the loss or disability.

For example a death claim would include at least a Death Certificate for Proof of claim.

Proof must be satisfactory to us.

Proof of your continued disability must be given to us within 30 days of the request for proof.

## **PAYMENT OF BENEFITS**

## When are benefits payable?

Benefits are payable when we receive Proof of claim and we approve the claim.

#### 11. CLAIM PROVISIONS

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

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

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

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have 45 days to provide the specified information.

# What if your claim is denied?

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

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a) following an adverse determination on review, if ERISA applies;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny
  the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of
  charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

#### Can you request a review of a claim denial?

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

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

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

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

## What if your claim is denied on review?

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

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

#### 11. CLAIM PROVISIONS

- your right to bring a civil action under ERISA, §502(a), if ERISA applies;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny
  the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of
  charge upon request; 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?

Spouse or Dependent Child death benefits are payable to you.

Employee death benefits are payable in accordance with the Beneficiary designation made by you. Unless you specify otherwise, if more than one beneficiary survives you, all surviving beneficiaries will receive an equal share of the Employee Voluntary Life Insurance benefit. If no beneficiary is alive on the date of your death or if there is no Beneficiary designation, the Voluntary Life Insurance benefit will be payable to your estate. The Beneficiary designation must be in writing, in a manner acceptable to us, dated and signed by you and on file with your Employer.

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

- 1. the Beneficiary is a minor. If the Beneficiary is a minor, we will pay the benefit to the minor's court appointed guardian or conservator or other party appointed by a court to be responsible for the minor's property or estate:
- 2. the person to receive the benefit is not competent. If the person to receive the benefit is not competent, we will pay the claim to the person's court appointed guardian or conservator or other party appointed by a court to be responsible for the person's property or estate; or
- 3. You die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay the benefit to your estate.

If a benefit is payable to your estate, if the Beneficiary is a minor, or the person to be paid the benefit is not competent, we may, at our option, pay up to \$500 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

The death benefit is payable in a lump sum unless you or the Beneficiary elect another method of payment available to us. The available methods of payment will be based on the benefit options offered by us at the time of election.

#### 12. INSURANCE CONTINUATION

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

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

- Absence due to Injury or Sickness up to 12 months
- Layoff up to 1 month
- Leave of Absence up to 1 month
- School Recess up to 3 months
- Vacation based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

While the Policy is in force, if you are Totally Disabled on the date you cease to be Actively at Work, you may be eligible for the Waiver of Premium Benefit.

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

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

After your continued insurance ends, you or your Spouse or your Dependent Child may be eligible for the Conversion Privilege.

#### 13. PORTABILITY

## What is portable insurance and when are you eligible for it?

Portable insurance is an optional benefit that you may elect to continue your insurance for each Insured without Evidence of Insurability if your insurance ends because you terminate employment; and you meet the following requirements:

- the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- · you have not retired; and
- the hours you work for your Employer have not been reduced; and
- your insurance is not being continued under any Insurance Continuation provision; and
- your insurance is not being continued under the Waiver of Premium Benefit; and
- · you have not exercised your portable insurance right under a similar certificate issued by us; and
- you reside in the United States or Canada on the date your insurance ends.

You may not elect portable insurance for your Spouse or Dependent Children if you have not elected portable insurance for yourself.

If you convert your coverage under any Conversion Privilege of the Policy, you will not be eligible to apply for portable insurance for that same coverage.

## When must you apply for portable insurance?

You must complete an application for portable insurance and send it to us with payment of the first premium within 31 days of the date your employment terminates or during any extension of the period permitted by the Policy. The application for portable insurance is available from your Employer.

# May the time to exercise Portability be extended beyond the 31 day period?

If you are not provided notice by your Employer of your right to exercise Portability within 15 days before or following the date your insurance ceases but you are provided notice more than 15 days but less than 90 days following the date your employment ceases, you shall have an additional 45 days from the date of the notice to exercise Portability. If notice is not given within 90 days following the date your employment ceases, the time allowed for the exercise of Portability expires at the end of the 90 day period.

## What is the amount of portable insurance you can apply for?

You may apply for portable insurance in an amount up to 100% of each Insured's amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000 for each Insured. Amounts in excess of the maximum may be converted to an individual life insurance policy.

If you are insured for Basic Life Insurance and/or Voluntary Life Insurance, under a Policy issued by us, the total combined amount of portable insurance you may apply for cannot exceed \$1,000,000 per Insured.

# When does your portable insurance start?

If your application for portable insurance is approved and the first premium is paid when due, your portable insurance will start on the date your employment terminates.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy. The premium for the portable insurance will be determined by the amount of portable insurance and the rate charged for the standard class of risk and age to which each Insured belongs on the effective date of the portable insurance policy.

If your application for portable insurance is declined, you will be given a 31-day period or any extension of the period permitted by the Policy to apply for an individual life insurance policy under the Conversion Privilege.

#### 14. CONTINUITY OF COVERAGE

## What happens if your Employer replaces other insurance with this Certificate and the Policy?

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

## What if you are not Actively at Work when your Employer's Prior Policy is replaced with This Policy?

You will be insured under This Policy if you are not Actively at Work on January 1, 2018 and:

- you were insured under your Employer's Prior Policy on the day before January 1, 2018;
- you are a member of an Eligible Class;
- your Employer continues to remit premiums for your coverage; and
- you are not receiving or eligible to receive benefits under the Employer's Prior Policy.

Any benefit payable will be the lesser of:

- the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

# What if your Spouse or Dependent Child is Confined when your Employer's Prior Policy is replaced with This Policy and you are Actively at Work?

Your Spouse or Dependent Child will be insured under This Policy on January 1, 2018 and:

- your Spouse or Dependent Child was insured under your Employer's Prior Policy on the day before January 1, 2018;
- you are a member of an Eligible Class for Spouse or Dependent Child coverage;
- · your Employer continues to remit premiums for your Spouse or Dependent Child coverage; and
- you are not receiving or eligible to receive Spouse or Dependent Child benefits under your Employer's Prior Policy.

Any benefit payable will be the lesser of:

- the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

Does the Eligibility Waiting Period apply when your Employer's Prior Policy is replaced with This Policy? We will apply any period of time satisfied under the Prior Policy to meet the requirements of the Eligibility Waiting Period toward the satisfaction of the period of time required under This Policy's Eligibility Waiting Period.

## **AGENCY**

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

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life and Health Insurance Company (U.S.).

#### **ALTERATION**

## Who can alter this Certificate?

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

## **ASSIGNMENT**

# Can benefits be assigned?

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

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

#### **BENEFICIARY**

#### How can you change your Beneficiary?

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

# **CLERICAL AND OTHER ADMINISTRATIVE ERRORS**

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

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

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.
- will not make effective insurance that would otherwise have never been in force.

If appropriate, a fair adjustment of premium will be made to correct the error.

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

- not enrolling for insurance within required time limits;
- not providing required Evidence of Insurability;

- failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Conversion Privilege, Insurance Continuation or Portability options.

#### **CONFORMITY WITH STATUTES**

# What is the effect of Conformity with Statutes?

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

# **DISCHARGE OF OUR RESPONSIBILITY**

## What is the effect of payments under the Policy?

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

## **ENTIRE CONTRACT**

## What is the Entire Contract?

The Policy is the entire contract. It consists of:

- all of the pages of the Policy;
- the application of the Policyholder;
- each Employee's written application for insurance (Employee retains his own copy);
- any Certificates, including any certificate riders, amendments or endorsements, incorporated in and made a
  part of the Policy.

No rights of the Policyholder or of any Insured or Beneficiary will be affected by any provision other than one contained in the Policy or the riders or endorsements or in the amendments agreed to and signed by the Policyholder and us.

We will provide a Certificate to the Employer for delivery to each Employee. The Certificate will contain the important features of the Policy and to whom we will pay benefits. Nothing in the Policy invalidates or impairs any rights granted to the Employee as stated in the Certificate. The rights and benefits granted to the Employee under the Policy and Certificate will not be less than those required by the state where the Certificate is delivered and by New York law.

#### **EXAMINATION**

# What are our examination rights?

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

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

## **INCONTESTABILITY**

## What is the Incontestability Provision?

The validity of the Policy shall not be contested, except for nonpayment of premium, after it has been in force for two years from the Policy Date of Issue.

Except for non-payment of premium or claims incurred within two years of the effective date of an Insured's initial, applied for increase, applied for additional or reinstated insurance, no statement that contains a material misrepresentation made by any Insured relating to insurability for such insurance will be used to contest the

validity of that insurance after the insurance has been in force for a period of two years during that individual's lifetime. The statement must be contained in a form signed by that individual, a copy of which is or has been provided to the Employer or to us, and to you or your Beneficiary, if any.

## **MISSTATEMENT OF FACTS**

# What happens if there is a misstatement of age?

If the relevant facts, sex or age of any Insured relating to this insurance is determined not to be accurate and the amount of insurance depends upon the relevant facts, sex or age of the Insured, an equitable adjustment of the amount of insurance and premium will be made.

This provision is limited to the first two years that coverage is in force.

# **NON-PARTICIPATING**

# Does the Policy participate in dividends?

The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life and Health Insurance Company (U.S.) and, therefore, no dividends are payable.

## **PREMIUM**

# How are premiums determined?

The premiums due under this Policy are based upon the then current premium rates in effect for the benefits provided.

We determine initial or any subsequent monthly premium rates on the basis of the insurance being provided. We have the right to recalculate any premium rate after the initial premium rate has been in effect for 36 months from January 1, 2018, due to our determination of a change in mortality and morbidity risk.

We will provide written notification of any increases in the premium rates to the Policyholder at least 31 days prior to the effective date of the increase.

## Does the payment of premiums guarantee coverage under the Policy?

The receipt of premiums by us is not a guarantee of insurance.

## REIMBURSEMENT

# What if a benefit is underpaid or overpaid?

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

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

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

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

# **STATEMENTS**

# Are statements warranties?

All statements made in any application are considered representations and not warranties. No material representation by you in enrolling for insurance under the Policy will be used to contest the validity of that insurance unless it is contained in your written application, signed by you, and a copy of your written application for insurance is or has been given to you or your Beneficiary, if any.

## **TIME PERIODS**

# What time periods apply to this Certificate?

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

# SUN LIFE AND HEALTH INSURANCE COMPANY (U.S)

Group Term Voluntary Life Insurance Certificate Annually Renewable Non-Participating Contributory Insurance



Adelphi University Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees and their eligible dependents.

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

#### **SUMMARY PLAN DESCRIPTION**

Plan Sponsor: Adelphi University

1 South Ave P.O. Box 701

Garden City, NY 11530

Plan Administrator and Named Fiduciary:

Adelphi University 1 South Ave P.O. Box 701

Garden City, NY 11530

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

# Agent for Service of Legal Process for the Plan:

Adelphi University 1 South Ave P.O. Box 701 Garden City, NY 11530

# Service of Legal Process for Sun Life:

General Counsel 1 Sun Life Executive Park Wellesley Hills, MA 02481

Employer Identification Number (EIN): 11-1630741

Plan Number: 502

End of Plan Year: December 31st

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

**Participants:** The insured employees described in the Sun Life and Health Insurance Company (U.S.) Certificate.

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

**Contributions:** The cost of the insurance premiums are paid for by you.

**Funding:** The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life and Health Insurance Company (U.S.). Those insurance benefits are described in your Certificate.

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

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

# Your Rights under ERISA:

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

## **Receive Information About Your Plan and Benefits**

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

## **Prudent Actions by Plan Fiduciaries**

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

## **Enforce Your Rights**

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

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

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

## **Assistance with Your Questions**

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