

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

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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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## 1. BENEFIT HIGHLIGHTS

**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

## 1. BENEFIT HIGHLIGHTS

### 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. BENEFIT HIGHLIGHTS

### 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 the Evidence of Insurability

**1. BENEFIT HIGHLIGHTS**  
**EMPLOYEE VOLUNTARY LIFE INSURANCE**

Portability – for you and your Spouse and your Dependent Children

**1. BENEFIT HIGHLIGHTS**  
**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**

## 1. BENEFIT HIGHLIGHTS

### 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.



## 2. DEFINITIONS

**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.

## 2. DEFINITIONS

- 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 health 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
-

## 2. DEFINITIONS

## 2. DEFINITIONS

· 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?**



## 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;
  - o the Policyholder does not have at least 10 Employees insured under the Policy; or
  - o 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.

## 7. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

### 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 un9 Tm3 1 0 0 1 0 434.ranc1 tyiy provcthe Bene(you as a res2e34.ranc1 ty)

## 7. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

### **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

## 7. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

### **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?**

No.

### **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.

## **7. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS**





## 8. COVERED SPOUSE VOLUNTARY LIFE INSURANCE BENEFITS

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;
- your 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
- your 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.



## 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

## 11. CLAIM PROVISIONS

How is a claim for Life Insurance benefits submitted?

## 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;
-

## 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

## 15. GENERAL PROVISIONS

### AGENCY

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

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed 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 mesid21.2 10ETBVolunuiigned?



## 15. GENERAL PROVISIONS

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.

## 15. GENERAL PROVISIONS

### 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 gainst you in any way to