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: 903900-001  
Policy Effective Date: January 1, 2018  
Policyholder: Adelphi University  
Employer: Adelphi University  
Issue State: New York  
Amendment Effective Date: January 1, 2019

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

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

Signed for the Company,

Scott F. Beliveau  
President

Kerri Ansello  
Secretary

Group Term Basic Life Insurance Certificate  
Annually Renewable

Non-Participating  
Non-Contributory Insurance
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1. BENEFIT HIGHLIGHTS

**Eligible Classes:**

All Part-Time United States Local 153 Employees working in the United States scheduled to work at least 25 hours per week.

All Full-Time United States Employees working in the United States scheduled to work at least 35 hours per week.

**Eligibility Waiting Period:**

**All Eligible Part-Time Local 153 Employees**

Until the first of the month following 5 years of employment

**All Other Eligible Employees**

Until the first of the month coincident with or next following date of employment
1. BENEFIT HIGHLIGHTS
EMPLOYEE BASIC LIFE INSURANCE

Classification: 1 All Eligible Part-Time Local 153 Employees

Amount of Insurance
$50,000

Included in this Certificate for this Class
Portability

Waiver of Premium

Contributions
The cost of your Employee Basic Life Insurance is paid entirely by your Employer. This is your non-contributory insurance.
1. BENEFIT HIGHLIGHTS
EMPLOYEE BASIC LIFE INSURANCE

Classification: 2 All Other Eligible Employees

Amount of Insurance
$50,000

Included in this Certificate for this Class
Portability
Waiver of Premium

Contributions
The cost of your Employee Basic Life Insurance is paid entirely by your Employer. This is your non-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.

**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
2. DEFINITIONS

- 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
- 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.

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.

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.

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.

Non-Contributory Insurance means insurance for which the premium is paid entirely by your Employer.

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.
2. DEFINITIONS

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

**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.

**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 Basic Life Insurance?
You are initially eligible for insurance on the latest of:
- January 1, 2018;
- the first day of the month following the date your Eligibility Waiting Period ends for All Eligible Part-Time Local 153 Employees;
- the first day of the month coincident with or next following your date of employment for All Other Eligible Employees; or
- the date you first are Actively at Work in an Eligible Class.

When does Employee Basic Life Insurance start?
Your insurance starts on the date you are eligible, if you are Actively at Work on that date.

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

When does a change in your Employee Basic 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 transfer to a different class of eligible Employees.

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

Whether or not you are Actively at Work, any reduction in Employee Basic Life Insurance will start on the first of the month following the date of change, when you transfer to a different class of eligible Employees.

What happens if you decline all or part of your coverage?
If you decline all or a part of your Employee Basic Life Insurance due to tax or other reasons, you must sign a form declining that amount of insurance and file that form with your Employer. If you later decide to elect or increase your Employee Basic Life Insurance, you may become insured if you apply for Employee Basic Life Insurance and provide Evidence of Insurability that is approved by us in writing.

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.

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 Basic Life Insurance end?
Your Employee Basic 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 Basic Life Insurance;
- the last day for which any required premium has been paid for your Employee Basic Life Insurance;
- the last day 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 date you retire; or
- the date you die.
3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

If your Employee Basic Life Insurance has ended, can it be reinstated?
If your insurance ends for any reason other than you have voluntarily terminated it, your insurance may be reinstated. Reinstatement will be effective on the date you return to being Actively at Work in an Eligible Class. 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. 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 100% of all Eligible Employees are insured for Employee Basic 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:
  - 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;
  - 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.
5. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

EMPLOYEE BASIC LIFE INSURANCE BENEFIT

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

What is the amount of the Employee Basic Life Insurance benefit?
If you die while insured under the Policy, we will pay an Employee Basic Life Insurance benefit equal to your Employee Basic Life Insurance amount as shown in the Benefit Highlights.

Your amount of Employee Basic Life Insurance is subject to any 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 Basic 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 Basic 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 Basic 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 have converted your Employee Basic 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.
5. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

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 Basic Life Insurance under the Conversion Privilege.

What happens if you do not qualify for the Waiver of Premium Benefit?
You may continue your Employee Basic Life Insurance with premium payment, subject to any applicable Insurance Continuation or Portability provisions or you may convert your Employee Basic Life Insurance under the Conversion Privilege.

CONVERSION PRIVILEGE

What is the Conversion Privilege?
If your Employee Basic 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 Basic Life Insurance coverage be converted and how much can be converted?
If your Employee Basic 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;
· a revision to the Policy to reduce the amount of Employee Basic 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.
5. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

If all or part of your life insurance ceases or is reduced due to termination of the Employee Basic 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 Basic Life Insurance ceases or reduces but you are provided notice more than 15 days but less than 90 days following the date your Employee Basic 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 Basic 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 Basic Life Insurance ceases or reduces.

What happens if you die within 31 days of the date your Employee Basic 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 Basic 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 Basic Life Insurance that you would have been eligible to convert.
6. 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 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.

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

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.
6. 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.
6. CLAIM PROVISIONS

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;
- 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?
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 Basic Life Insurance benefit. 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 no beneficiary is alive on the date of your death or if there is no Beneficiary designation, the Basic Life Insurance benefit will be payable to your estate.

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.
7. 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 may be eligible for the Conversion Privilege.
8. 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 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.

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 employment 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 your amount of insurance in force under the Policy on the date your employment terminates to a maximum of $500,000 for yourself. 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 you belong 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.
9. 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.

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.
10. GENERAL PROVISIONS

AGENCY

Can the Policyholder, Employer or third party administrator act as our agent?
For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed 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 Basic 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 Basic 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;
10. GENERAL PROVISIONS

- 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
10. 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.
10. 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.
Group Term Basic Life Insurance Certificate
Annually Renewable

Non-Participating
Non-Contributory Insurance
Adelphi University Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees.

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 your employer and (if applicable) includes the cost of any insurance premiums contributed 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.