

# **Sun Life**

WILLIAMSPORT AREA SCHOOL DISTRICT

**Life**

Insurance

**Class 8: Retired Administrators**

**Effective: 10/1/2022**

# SUN LIFE ASSURANCE COMPANY OF CANADA

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

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

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

Policy Number:	933017-001
Policy Effective Date:	July 1, 2019
Policyholder:	Trustees of the Pennsylvania School Boards Association Insurance Trust
Employer:	Williamsport Area School District
Issue State:	Pennsylvania
* Amendment Effective Date:	October 1, 2022

**The benefits paid under the Accelerated Benefit option will reduce the death benefit.**

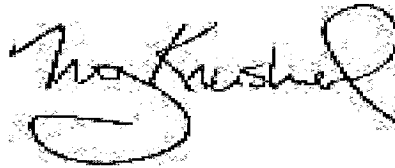
This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

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 at Wellesley Hills, Massachusetts.



Kevin Strain  
President and Chief Executive Officer



Troy Krushel  
Vice-President, Associate General Counsel and  
Corporate Secretary



Group Term Basic Life Insurance Certificate  
Non-Participating

Sun   
Life Financial®

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## 1. BENEFIT HIGHLIGHTS

### RETIRED EMPLOYEE BASIC LIFE INSURANCE

**Classification:**

All Eligible Retired Administrators who retired on or after July 1, 2017 but prior to July 1, 2019

**Amount of Insurance**

Your amount of Basic Life Insurance in force on June 30, 2019, subject to a maximum benefit of \$200,000.

**Included in this Certificate:**

Accelerated Benefit

**Contributions**

The cost of your Retired Employee Basic Life Insurance is paid for entirely by the Policyholder. This is your non-contributory insurance.

**Note from WASD HR Department:**

**Reason for Classification Date Range Above:** Per Sun Life to WASD HR Department: The "but prior to July 1, 2019" verbiage is due to the conversion from Assurant to Sun Life. Since this booklet became effective July 1, 2019, Sun Life added "but prior to July 1, 2019" to the title of the booklet to show that retirees prior to the conversion are still covered.

## 2. DEFINITIONS

**Beneficiary** means the person, persons or entity other than the Policyholder 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 the Policyholder.

**Employee** means a person who is employed by the Employer and insured under the Policy as an active Employee.

**Employer** means the Employer named on the cover page of this Certificate.

**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; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. This includes adopted, in-law and step-relatives.

**Injury** means bodily harm resulting directly from an accident and independently of all other causes.

**Non-Contributory Insurance** means insurance for which the premium is paid entirely by the Policyholder.

**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, a business associate or any Family Member.

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

**Policyholder** means the entity to which the Policy is issued.

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

**Qualifying Event** means a Sickness or Injury from which there is no reasonable prospect of recovery and is certified by a Physician to reasonably be expected to result in your death within 12 months or less.

**Retired Employee** means:

- you are a former Employee of the Policyholder; and
- prior to your retirement you were insured as an active Employee; and
- you meet the Policyholder's requirements for Retirement; and
- you are not eligible for coverage under the Policy as an active Employee.

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

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**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.

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

## 2. DEFINITIONS

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

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

### 3. EFFECTIVE DATES AND TERMINATION OF RETIRED EMPLOYEE INSURANCE

**When does Retired Employee Basic Life Insurance start?**

Retired Employee Basic Life Insurance starts on July 1, 2019.

**When does Retired Employee Basic Life Insurance end?**

Your insurance under the Policy will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date the Employer's participation in the Pennsylvania School Boards Association Insurance Trust under the Policy is terminated;
- the date the Policyholder terminates your Retired Employee Basic Life Insurance;
- the last day for which any required premium has been paid for your Retired Employee Basic Life Insurance;
- the date you reach age 70;
- 5 years following your date of retirement; or
- the date you die.

## **4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS**

### **What is the Retired Employee Basic Life Insurance benefit?**

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

### **What is the amount of the Retired Employee Basic Life Insurance benefit?**

If you die while insured under the Policy, we will pay a Retired Employee Basic Life Insurance benefit equal to your Basic Life Insurance amount as shown in the Benefit Highlights.

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

Your amount of Retired Employee Basic Life Insurance is subject to any terminations according to the provisions of the Policy.

## **ACCELERATED BENEFIT**

**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.**

**The benefits paid under the Accelerated Benefit option will reduce the death benefit.**

### **What is the Accelerated Benefit?**

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

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

You are eligible for an Accelerated Benefit if:

- you have experienced a Qualifying Event; and
- you are insured for at least \$10,000 of Retired Employee Basic Life Insurance.

### **How do you receive an Accelerated Benefit?**

You need to submit a written request and Proof that you have experienced a Qualifying Event while your insurance is still in force. Your request must be approved by us. If you have assigned your Retired Employee Basic 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 80% of the amount of your Retired Employee Basic Life Insurance currently in force. The maximum amount you can request is \$250,000. The minimum amount that you may request is the greater of 25% of the amount of your Retired Employee Basic Life Insurance in force or \$2,500.

If you have received an Accelerated Benefit under the prior insurer's group life policy, you can request up to 80% of your Retired Employee Basic Life Insurance currently in force reduced by the amount of the Accelerated Benefit you received under the prior policy.

### **What happens to the amount of Retired Employee Basic Life Insurance if you receive an Accelerated Benefit?**

#### **4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS**

If you have received an Accelerated Benefit from us or the prior insurer's group life policy, your Retired Employee Basic Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Benefit paid by us, and an amount equal to the Accelerated Benefit paid by the prior insurer's group life policy. The reduced amount remains subject to the Policy's terms and conditions.

##### **CONVERSION PRIVILEGE**

###### **What is the Conversion Privilege?**

If your Retired 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 Retired Employee Basic Life Insurance coverage be converted and how much can be converted?**

If your Retired Employee Basic Life Insurance amount ceases or is reduced due to your attainment of a specified age then you may apply for an individual life insurance policy up to the amount of life insurance that ceased or reduced.

If you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Retired Employee Basic Life Insurance;
- a revision to the Policy to terminate your Retired Employee Basic Life Insurance; or
- termination of the Employer's participation under the Pennsylvania School Boards Association Insurance Trust; or
- termination of the Retired Employee Basic Life Insurance benefit provision;

then you may apply for an individual life insurance policy. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 31 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. This is your 31 Day Conversion Period.

###### **May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?**

If you are not provided notice by the Policyholder of your right to exercise the Conversion Privilege within 15 days following the date your Retired Employee Basic Life Insurance ceases or reduces, you will have an additional 15 days from the end of the 31 Day Conversion Period to exercise it. Otherwise, you must exercise the Conversion Privilege within the 31 Day Conversion Period.

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

The individual life insurance policy may be any plan of life insurance offered by us for the purposes of this provision, at the attained age and the amount requested up to the amount that ceased or reduced. 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.

#### **4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS**

**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 after the 31 Day Conversion Period.

**What happens if you die within 31 days of the date your Retired Employee Basic Life Insurance ceases or reduces or during any extended period to exercise conversion?**

If you die within 31 days of the date your Retired Employee Basic Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to your Beneficiary whether or not you had applied for an individual life insurance policy or had paid the first premium. The death benefit will be the amount of Retired Employee Basic Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your Retired Employee Basic Life Insurance ceases or reduces, no death benefit is payable. Thus, even if you die during a period of time in which you may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Retired Employee Basic Life Insurance ceases or reduces, no benefit is payable.

## 5. 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. The Policyholder 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 Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

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

### **PROOF OF CLAIM**

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

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

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;
- the date the loss occurred;
- the cause of the loss;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as needed to determine the claim;
- police accident reports;
- the Death Certificate; and
- any other information we may require to make a claim determination.

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

### **PAYMENT OF BENEFITS**

#### **When are benefits payable?**

Benefits are payable immediately when we receive Proof of claim that establishes benefit eligibility according to the provisions of the Policy and we approve the claim.

#### **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

## 5. CLAIM PROVISIONS

- the additional information needed to resolve those issues.

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

### **What if your claim is denied?**

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

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

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

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

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

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

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

### **What if your claim is denied on review?**

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

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

## 5. CLAIM PROVISIONS

- the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency"; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

### To whom are benefits payable?

Retired 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 the Policyholder. If no Beneficiary is alive on the date of your death or you do not elect a Beneficiary, we, at our option, may make payments as follows:

- to your Spouse, if living; or
- if there is no surviving Spouse, to your surviving children in equal shares; or
- if there is no surviving Spouse or children, to your surviving parents in equal shares; or
- if there is no surviving Spouse, children or parents, to your surviving brothers and sisters in equal shares; or
- if none of the above, 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 may pay the benefit: (a) into a retained asset account in the minor's name that can be accessed by the minor when he or she reaches the age of majority; or (b) 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 we do not pay you and claim is not made by the appropriate person designated above, we may, at our option, make payments under either Method A or B below. Any decision to pay a benefit, prior to the appointment of the appropriate person designated in items 1, 2, or 3 above, is solely at our discretion, and we may choose to pay no amount under any circumstances until such appropriate person is formally appointed.

**Method A:** We may pay up to \$250 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.

**Method B:** We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of \$5,000; or
- if you have no Spouse, up to a cumulative amount of \$5,000; to any one or more of the following relatives in the following order of priority:
  1. your child or children; or
  2. your mother or father.

The death benefit may be paid by a method other than a lump sum and may include any 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, and will include making payment through a retained asset account as permitted by applicable state law.

## 6. GENERAL PROVISIONS

### AGENCY

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

For all purposes of the Policy, the Policyholder or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

### 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 Retired Employee Basic Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible retired 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 the Policyholder and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Policyholder'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 Retired Employee 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 and on file with the Policyholder. 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 ERROR

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

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

- 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.

If appropriate, a fair adjustment of premium will be made to correct the error subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder which results in a Retired Employee failing to exercise any available Conversion Privilege options.

## **6. GENERAL PROVISIONS**

### **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.

### **EXAMINATION AND AUTOPSY**

#### **What are our examination and autopsy 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.

We, at our expense, may have an autopsy conducted unless prohibited by law.

### **INCONTESTABILITY**

#### **What is the Incontestability Provision?**

Except for non-payment of premium or claims incurred within two years of the effective date of your initial, increased, additional or reinstated insurance, no statement made by you relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during your lifetime. The statement must be contained in a form signed by you and provided to the Policyholder or to us.

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

### **INSURER'S AUTHORITY**

#### **What is our authority?**

Sun Life has discretionary authority to make all final determinations regarding claims for benefits under the Policy. This discretionary authority includes, but is not limited to, the right to determine eligibility for benefits and the amount of any benefits due and to construe the terms of the Policy.

Any decision made by us in the exercise of this authority, including review of a denial of a benefit, is conclusive and binding on all parties. Any court reviewing such a decision shall uphold it unless the claimant proves that it was arbitrary and capricious.

### **LIMIT OF PREMIUM REFUNDS**

#### **Is there a limit on premium refunds?**

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

## **6. GENERAL PROVISIONS**

### **MISSTATEMENT OF AGE**

#### **What happens if there is a misstatement of age in the administration of the Policy?**

If the age of any insured relating to this insurance is determined not to be accurate:

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

### **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 Assurance Company of Canada and, therefore, no dividends are payable.

### **PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE**

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

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied. If we determine that you are not eligible for coverage, you should contact the Policyholder regarding the refund of premiums due, if any.

### **REIMBURSEMENT**

#### **What if a benefit is underpaid or overpaid?**

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

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

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

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

### **STATEMENTS**

#### **Are statements warranties?**

All statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim 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, your Beneficiary, if any, or to your estate representative.

### **TIME PERIODS**

#### **What time periods apply to this Certificate?**

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

# SUN LIFE ASSURANCE COMPANY OF CANADA

## CERTIFICATE ENDORSEMENT

This endorsement is part of the Certificate issued under Policy Number 933017-001 and is effective on July 1, 2019. It is part of, and subject to, the other terms and conditions of the Certificate. If the terms of this endorsement and the Certificate conflict then this endorsement's provisions will control.

For the purposes of this endorsement:

**Prior Policy** means the group insurance policy(ies) for Employee Basic Life Insurance issued to the Policyholder by Union Security Insurance Company that was in effect immediately prior to the Policy.

The Certificate and the Policy replace your insurance with us under the Prior Policy. The following provisions apply to any insured person who was covered under the Prior Policy on the day before the effective date of the Policy:

1. Any representation made for the purposes of obtaining or continuing insurance under the Prior Policy shall be deemed to have been made also for the purposes of obtaining insurance under the Policy. However, for the sole purpose of applying the section entitled INCONTESTABILITY, the effective date of an Employee's coverage under the Prior Policy shall be deemed the effective date of the Employee's coverage under the Policy.
2. For the purposes of determining any waiting period (by whatever name called) before insurance becomes effective or benefits become payable under the Policy, credit will be given for the completion or partial completion of any waiting period under the Prior Policy.
3. For the purposes of determining any benefit maximum, duration or limitation of benefits under the Policy, all benefits paid under the Prior Policy with respect to any person shall be deemed to have been paid as benefits under the Policy with respect to any person. All periods of time with respect to which benefits were paid under the Prior Policy shall be deemed to be periods of time with respect to which benefits were paid under the Policy.
4. Any claim incurred while the Prior Policy was in effect will be paid under the Prior Policy.
5. Any request, election, designation of beneficiary or assignment made under the Prior Policy shall be deemed to have been made under the Policy.
6. Any uninterrupted period of time during which insurance was in force under the Prior Policy with respect to any person, shall be deemed included in the period of time insurance for said person was in effect without interruption under the Policy.
7. Any reference to Employee in the Policy will be deemed to include any insured regardless of what they are called in the Prior Policy.
8. In no event will any benefit be payable under the Policy which duplicates any benefit payable under the Prior Policy.

In the event of a conflict between the Policy and the Prior Policy, the terms of the Policy will control.



Dean A. Connor  
President and Chief Executive Officer

# **SUN LIFE ASSURANCE COMPANY OF CANADA**

**Group Term Basic Life Insurance Certificate**

**Non-Participating**

