SUN LIFE ASSURANCE COMPANY OF CANADA

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

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

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

Policy Number:	932571-001
Policy Effective Date:	July 1, 2019
Policyholder:	Trustees of the Pennsylvania School Boards Association Insurance Trust
Employer:	Bensalem Township School District
Issue State:	Pennsylvania
Amendment Effective Date:	July 1, 2020

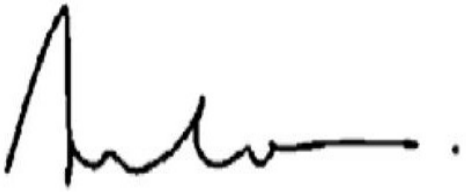
The benefits paid under the Accelerated Benefit option may be taxable and may affect eligibility for public programs such as Medicaid. You should consult with an appropriate social services agency as well as your personal tax advisor prior to applying for such benefits.

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

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



Dean A. Connor
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

Eligible Classes:	All Full-Time United States Utility Workers working in the United States scheduled to work at least 30 hours per week.
Eligibility Waiting Period:	60 working days

1. BENEFIT HIGHLIGHTS

EMPLOYEE BASIC LIFE INSURANCE

Amount of Insurance
1 times your Basic Annual Earnings, rounded to the nearest $1,000, subject to a maximum benefit of $50,000.

Basic Annual Earnings
Your current salary or wage from your Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

Included in this Certificate for this Class
Accelerated Benefit

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.

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. Any period of time you were Actively at Work for the Employer as a full-time or part-time Employee will count towards completion of the Eligibility Waiting Period.

Employee means a person who is employed by the Employer within the United States, who is a U.S. citizen or a U.S. resident, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, 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; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. 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 harm resulting directly from an accident and independently of all other causes.

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.

2. DEFINITIONS

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.

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.

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.

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 Assurance Company of Canada.

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

2. DEFINITIONS

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:

- July 1, 2019;
- the date your Eligibility Waiting Period ends; 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 coincident with or next following the date of change, when you transfer to a different class of eligible Employees; or
- on the first of the month coincident with or next following the date of change, for an increase in your Basic Annual Earnings.

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

Any reduction in insurance due to your age will start on the first of the month coincident with or next following the date of change, whether or not you are Actively at Work.

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

- on the first of the month coincident with or next following the date of change, when you transfer to a different class of eligible Employees; or
- on the first of the month coincident with or next following the date of change, for a decrease in your Basic Annual Earnings.

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 12 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 12 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, unless you cancel such coverage.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

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 your Employer's participation in the Pennsylvania School Boards Association Insurance Trust under the Policy is terminated;
- 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 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.

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, unless you cancel such coverage.

4. 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 Employee Basic Life Insurance benefit cannot exceed the maximum benefit for Basic Life Insurance 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, 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 65th birthday; and
- before your Retirement; and
- your Total Disability has continued for at least 6 consecutive months (Elimination Period); and
- we approve and continue to approve your claim.

Elimination Period means a period of continuous days of your Total Disability before a Waiver of Premium benefit is available. The Elimination Period begins on your first day of Total Disability.

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

If you have converted your Employee 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 end of the Elimination Period until the date we approve the Waiver of Premium Benefit claim not to exceed 12 months of premium. No refund will be made for the period of time during the Elimination Period.

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:
  - your Total Disability had not lasted for at least 6 consecutive months; or
  - 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 are no longer under the regular continuing care of a Physician providing appropriate treatment by means of examination and testing in accordance with your disabling condition unless a Physician has certified that you have reached your maximum point of recovery and are still Totally Disabled;
- the date you reach age 65, if your Total Disability began before you reached age 60;
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age 60;
- 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 are subject to the terms of the Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Benefit.

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 provisions or you may convert your Employee Basic Life Insurance under the Conversion Privilege.

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 Employee Basic Life Insurance coverage while you are still living. Any Accelerated Benefit payment made reduces your Employee Basic Life Insurance coverage by the amount of the Accelerated Benefit payment.

4. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

When are you eligible for an Accelerated Benefit?
You are eligible for an Accelerated Benefit if:

- you have been insured under the Policy for Employee Basic Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer's group life policy); and
- you have experienced a Qualifying Event; and
- you are insured for at least $10,000 of 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 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 Employee Basic Life Insurance currently in force. The maximum amount you can request is $250,000. The minimum amount you may request is the greater of 25% of the amount of your 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 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 Employee Basic Life Insurance if you receive an Accelerated Benefit?
If you have received an Accelerated Benefit from us or the prior insurer's group life policy, your 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 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;
- 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.

4. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

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 Employee Basic Life Insurance in your Eligible Class;
- a revision to the Policy to terminate your Eligible Class; or
- termination of your Employer's participation under the Pennsylvania School Boards Association Insurance Trust;
- termination of the 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 your Employer of your right to exercise the Conversion Privilege within 15 days following the date your 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 conversion, 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.

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 Employee Basic Life Insurance ceases or reduces?
If you die within 31 days of the date your 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 Employee Basic Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your 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 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. 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 Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

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, 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.

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

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

What is considered Proof of claim?
Proof of claim must consist of at least the following information:
- a description of the loss or disability;
- the date the loss or disability occurred;
- the cause of the loss or disability;
- 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
- 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;
- 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?
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 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. 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 12 months
- Leave of Absence (including Family and Medical Leave of Absences) – up to 12 months
- Sabbatical Leave of Absence - up to 24 months
- 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.

7. 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 July 1, 2019 and:

- you were insured under your Employer's Prior Policy on the day before July 1, 2019;
- 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.

8. 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 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 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 and on file with your Employer. 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, 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.

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 or the Employer which results in an Employee:

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

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

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.

8. GENERAL PROVISIONS

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.

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 your Employer 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.

8. GENERAL PROVISIONS

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 932571-001 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