

SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office:
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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 insuring certain Retired Employees.

Policy Number:	900298-001
Policy Effective Date:	July 1, 2017
Policyholder:	Kent County Lewy Court
Coverage Effective Date:	July 1, 2017
Issue State:	Delaware

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



Dana J. Easthope
Vice-President, Associate General Counsel
and Corporate Secretary

Group Term Basic Life Insurance Certificate

Non-Participating



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1. BENEFIT HIGHLIGHTS

RETIRED EMPLOYEE BASIC LIFE INSURANCE

Classification:

All Eligible Employees who retired prior to July 1, 2017

Amount of Insurance

\$5,000

Contributions

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

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 your Policyholder.

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

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.

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 individual 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.

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, 2017.

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 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 die.

4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFIT

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 set forth in the Benefit Highlights.

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

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Retired Employee Basic Life Insurance ceases, you may be able to convert the amount that ceased to an individual life insurance policy. You need to apply for the Conversion Privilege within 31 days of the date the coverage ceased (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 you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases due to:

- a revision to the Policy to reduce the amount of Retired Employee Basic Life Insurance; or
- a revision to the Policy to terminate your Retired Employee Basic Life Insurance; 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, reduced by any amount of life insurance that you become eligible for under any group policy within 31 days after your insurance ceased.

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. 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, 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. The individual life insurance policy will not include any additional benefits such as a waiver of premium benefit or an accelerated benefit.

4. COVERED RETIRED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

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 Retired Employee Basic Life Insurance ceases?

If you die within 31 days of the date your Retired Employee Basic Life Insurance ceases, 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, no death benefit is payable under the Policy. 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, no benefit is payable under the Policy.

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 no later than 90 days after date of death.

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:

- 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 within 2 months 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.

5. CLAIM PROVISIONS

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?

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

5. CLAIM PROVISIONS

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 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 \$2,000 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.

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.

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?

No legal action may start:

- until 60 days after Proof has been given; or
- more than 3 years after the time Proof of claim is required.

LIMIT OF PREMIUM REFUNDS

Is there a limit on premium refunds?

If 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 the Retired Employee is determined not to be accurate:

- a fair adjustment of premium will be made, subject to the "Limit of Premium Refunds" section; and
- the true age 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 personal 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.

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