

# SUN LIFE ASSURANCE COMPANY OF CANADA

**Executive Office:**  
96 Worcester Street  
Wellesley Hills, MA 02481

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

Policyholder: California Automotive Retailing Group, Inc.  
Policy Number: 963781-001  
Policy Effective Date: January 1, 2024  
Issue State: California

## READ YOUR POLICY CAREFULLY.

We agree to provide the rights and benefits of this Policy according to its conditions and provisions. This Policy provides benefits for the following:

### Dental Insurance

This Policy is issued to the Policyholder shown above in consideration of the Policyholder's application and payment of premiums. The Policyholder must pay premiums to Sun Life Assurance Company of Canada at its U.S. Headquarters or at another location chosen by us. The first premium is due on the effective date. Subsequent premiums are due on the first day of each month ("Premium Due Date").

This Policy is delivered in and governed by the laws of the Issue State shown above, unless preempted by the federal Employee Retirement Income Security Act ("ERISA"), where applicable.

Signed at Wellesley Hills, Massachusetts.



Kevin Strain  
President and Chief Executive Officer



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

## GROUP INSURANCE POLICY Non-Participating



**NOTICE TO POLICYHOLDER**

**THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING YOUR SUN LIFE GROUP INSURANCE PLAN, YOU SHOULD CONTACT YOUR SALES REPRESENTATIVE OR YOU MAY CONTACT THE FOLLOWING:**

**SUN LIFE ASSURANCE COMPANY OF CANADA**

**ATTN: CUSTOMER RELATIONS**

**PO BOX 9106**

**WELLESLEY HILLS, MA 02481**

**(800) 247-6875**

**[www.sunlife.com/us](http://www.sunlife.com/us)**

**ALSO AVAILABLE TO YOU IS**

**THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA INSURANCE DEPARTMENT**

**300 SOUTH SPRING STREET, SOUTH TOWER, 11<sup>TH</sup> FLOOR, LOS ANGELES, CALIFORNIA 90013**

**(800) 927-4357**

**THE INSURANCE DEPARTMENT SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM.**

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## 1. INCORPORATION PROVISIONS

### **Entire Contract**

The Policy, including the following documents, constitute the entire contract of insurance, are incorporated in and made part of this Policy:

- any Policy amendments, endorsements or riders;
- the application of the Policyholder;
- the certificate(s); and
- any certificate amendments, endorsements or riders.

## 2. PREMIUMS

### **Payment of Premiums**

The premiums due under this Policy on each Premium Due Date are based upon the premium rates in effect for the benefits provided. The premiums due are the sum of the monthly premiums for all persons insured for all benefits.

Premiums payable to us will be paid in United States dollars on the Premium Due Date.

The premium for additional, increased, reduced or terminated insurance will cause a pro-rata adjustment on the next Premium Due Date.

### **Premium Rates**

We determine initial or any subsequent monthly premium rates on the basis of the insurance being provided. After the initial monthly premium rates have been in effect for 24 months from January 1, 2024, we have the right to recalculate any premium rate. However, we have the right to recalculate the initial or any subsequent monthly premium rate when any of the following occur:

- the terms or benefits of this Policy are changed;
- a new division or subsidiary or affiliated Company is added to or deleted from this Policy;
- the number of Employees covered under this Policy or a benefit changes by more than 25% from the number on the Policy Effective Date or any anniversary of the Policy Effective Date thereafter; or
- one or more classes are added to or deleted from this Policy.

We will provide written notification of any increases in the premium rates to the Policyholder at least 60 days prior to the effective date of the increase. Premium rate increases may take effect on an earlier date when both the Policyholder and we agree.

### **Grace Period**

A grace period of 31 days, following the Premium Due Date, will be granted for the payment of each premium falling due after the first premium, during which grace period the Policy shall continue in force (subject to our right to terminate in accordance with the Termination provisions).

### **3. TERMINATION**

#### **Termination of Benefit Provision**

A benefit provision made part of this Policy will terminate for any of the following reasons:

The Policyholder may terminate a benefit provision by advance written notice delivered to us at least 31 days prior to the termination date. The benefit provision will not terminate during any period for which premium has been paid. The Policyholder will be liable to us for all premiums due and unpaid for the full period that the benefit provision is in force.

We may terminate a benefit provision on any Premium Due Date by giving written notice to the Policyholder at least 60 days in advance if the Policyholder fails to promptly furnish any information we may reasonably require.

We may terminate any benefit provision on any policy anniversary by giving written notice to the Policyholder at least 60 days in advance if:

- less than 20% of all Eligible Employees are insured for Dental Insurance; or
- the number of insured Employees for that benefit is less than 10.

Termination of a benefit provision may take effect on an earlier date when both the Policyholder and we agree.

#### **Termination of Policy**

This Policy will terminate on the earliest of:

- the last day of the grace period if premiums remain unpaid;
- the termination date requested by the Policyholder in writing but no earlier than the last date for which premium has been paid;
- the date that we specify in advance written notice to the Policyholder. We may give this notice at any time, but not less than 60 days in advance of such date. Occasions on which we may give this notice include but are not limited to:
  - at any time when the Policyholder fails:
    - to furnish promptly any information that we may reasonably require; or
    - to perform any other obligations pertaining to this Policy.
- any date the Policyholder does not have at least 10 Employees insured under this Policy; or
- any date the Policyholder is not actively engaged in the business that we agreed to insure.

We have the right to terminate this Policy on the policy anniversary after we give the Policyholder at least 60 days notice of our intent to terminate.

Once this Policy terminates, the insurance it provides will end automatically.

## 4. GENERAL PROVISIONS

### **Agency**

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

### **Certificate of Insurance**

We will provide the Policyholder with a certificate of insurance to be given to each Employee. The certificate will explain the important features of this Policy and to whom we will pay benefits.

### **Incontestability**

After two years from the Policy Effective Date, no act or practice constituting fraud or intentional misrepresentation of material fact shall be used to void the Policy.

### **Information We May Need**

The Policyholder and the Employer must give us, on our forms, any information that we may need to compute premiums, provide insurance coverage and keep records. Such information as to any individual will be binding upon that individual, and we will rely on it as such. At all reasonable times while this Policy is in force and until we resolve all rights and duties under it, we can inspect any of the Policyholder's or Employer's records that, in our judgment, have any effect on the insurance provided under this Policy.

### **Policy Changes**

No change in this Policy shall be valid until approved by an officer of Sun Life Assurance Company of Canada and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

### **Statements**

All statements made in any Application are considered representations and not warranties. No representation by the Policyholder in applying for this Policy will render it void unless the representation is contained in the Application.

No representation by any Employee in applying for insurance under this Policy, will be used to reduce or deny a claim unless a copy of the Employee's written application for insurance is or has been given to the Employee or the Employee's beneficiary, if any.

### **Time Periods**

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

### **Workers' Compensation**

This Policy is not in lieu of, and does not affect, any requirement for coverage by Workers' Compensation Insurance.

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