



STARMOUNT LIFE INSURANCE COMPANY

8485 Goodwood Blvd., Baton Rouge, LA 70806-7878

GROUP DENTAL INSURANCE MASTER POLICY

Underwritten by: Starmount Life Insurance Company
8485 Goodwood Blvd., Baton Rouge, LA 70806-7878
P.O. Box 98100
Baton Rouge, LA 70898-9100

Administrator: Starmount Life Insurance Company
8485 Goodwood Blvd., P.O. Box 80139
Baton Rouge, LA 70898-0139

In return for the application, which is attached, and payment of premium as it becomes due, Starmount Life Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown on the Policy Schedule.

This Policy may be continued in force by payment of premium at the rates We establish until the insurance ends as provided.

The following are made part of this Policy: the provisions of the attached Certificates; all riders; all endorsements; and all amendments issued on and after the Effective Date.

This Policy is governed by the laws of the jurisdiction shown below.

POLICYHOLDER:	Memphis Furniture Group, LLC DBA Office Interiors of Memphis
GROUP POLICY NUMBER:	00877196
POLICY EFFECTIVE DATE:	September 1, 2018
ANNIVERSARY DATE:	September 1, 2019
JURISDICTION:	Tennessee
PREMIUM DUE DATE:	1st of every Month
COVERAGE PROVIDED:	See Incorporated Certificate's Schedule of Benefits
INITIAL TERM:	12 Months

Jeffrey G. Wild, Secretary

Erich Sternberg, Chief Executive Officer

NON-PARTICIPATING

TABLE OF CONTENTS

PART I.	PROVISIONS SPECIFIC TO EMPLOYER GROUPS.....	Page 3
	A. Definitions	Page 3
	B. Continuing Insurance on Active Employees Absent From Work	Page 3
PART II.	WHEN INSURANCE UNDER THIS POLICY ENDS.....	Page 3
PART III.	PREMIUMS.....	Page 4
	A. Payment of Premiums	Page 4
	B. Premium Adjustments.....	Page 4
	C. Premium Calculation.....	Page 4
	D. Changes in Premium Rates	Page 4
	E. Aggregate Premium	Page 4
	F. Grace Period	Page 4
PART IV.	GENERAL PROVISIONS.....	Page 4
	A. Entire Contract.....	Page 4
	B. Incontestability.....	Page 5
	C. Changes in Policy	Page 5
	D. Age Misstated	Page 5
	E. Conformity With Law	Page 5
	F. Policy Non-Participating.....	Page 5
	G. Information To Be Furnished To Policyholder	Page 5
	H. Clerical Error	Page 5
	I. Policyholder Not Agent	Page 5
	J. Assignment	Page 5
	K. Individual Certificate	Page 5
	L. Additional Insureds	Page 5
	M. Legal Actions.....	Page 5
PART V.	CLAIM PROVISIONS	Page 6
	A. Notice of Claim.....	Page 6
	B. Claim Forms	Page 6
	C. Proof of Loss.....	Page 6
	D. Payment of Claims	Page 6
	E. Time Payment of Claims.....	Page 6

PART I: PROVISIONS SPECIFIC TO EMPLOYER GROUPS

A. DEFINITIONS: The following Definitions apply in addition to those contained in the attached Certificate:

Active Employee – Means an Actively At Work Employee of the Employer named as the Policyholder.

Active Work and Actively at Work – Means that You are performing all of the usual and customary duties of Your job on a full-time basis for the Policyholder, as defined in the Certificate Schedule of Benefits. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires You to travel.

B. CONTINUING INSURANCE ON ACTIVE EMPLOYEES ABSENT FROM WORK

Coverage may be continued on Active Employees absent from work subject to the following provisions. If an Active Employee is absent from work because of injury, sickness, approved leave of absence or temporary lay-off, or is placed on part-time employment, the Employer, acting on a basis which does not discriminate for or against any person, may consider the Active Employee as still employed until the Employer notifies Us differently or stops paying premiums for the Active Employee. However, in any event, insurance cannot be continued in this way for longer than the Maximum Continuation Period stated below.

FOR ABSENCE DUE TO:	MAXIMUM CONTINUATION PERIOD:
Temporary Lay-Off	N/A
Approved Leave of Absence	twelve (12) Months
Part-Time Employment	N/A
Injury or Sickness	One-year periods, each of which begins on the Anniversary Date of this Policy, subject to the following conditions: <ol style="list-style-type: none">1. the first period begins on the date the Active Employee stops Active Work due to injury or sickness and ends on the next following Anniversary Date of this Policy (up to six (6) months);2. request to continue insurance must be made by the Employer to Us within thirty-one (31) days before each Anniversary Date.

PART II: WHEN INSURANCE UNDER THIS POLICY ENDS

By giving the Policyholder written notice at least sixty (60) days in advance, We have the right to end coverage under this policy at the end of the Initial Term or on any Premium Due Date after participation drops below the following requirements:

1. When Members are not required to contribute to the cost of their own insurance, there must be 100% participation.
2. For groups of two (2) or more Members where benefits are funded by the Members, 20% participation is required in all circumstances.
3. Participation must not drop 25% or more from the participation on the original effective date.

All insurance or any part may be ended on any date by mutual agreement between the Policyholder and Us.

After the Initial Term, the Policy shall continue on a twelve (12) month basis. It will automatically renew on the first day of each renewal period unless either We or the Policyholder has given to the other at least sixty (60) days advance written notice of cancellation.

Insurance will end as provided above without the consent of, or notice to, any Insured Dependent or Beneficiary.

PART III PREMIUMS

A. PAYMENT OF PREMIUMS: The premiums due under this Policy are payable in advance directly to Us at the Administrator's Office. The first premium is due on the Effective Date of this Policy. Premiums after the first are due on the Premium Due Date shown on the face page of this Policy.

The payment of any premium will not maintain the insurance in force beyond the day next following the Premium Due Date, except as provided under the GRACE PERIOD provision.

B. PREMIUM ADJUSTMENTS: When additional or increased insurance begins or insurance ends and such change is due to a change in the terms of this Policy, any adjustment in the premium will be made as of the date the change is effective. Otherwise, any adjustment in premium will be made on the Premium Due Date which occurs on or next follows the date of change (or the first day of the calendar month which occurs on or next follows the date of change if premiums are payable other than monthly).

Upon agreement between the Policyholder and Us, the mode of premium payment may be changed as of any Premium Due Date.

C. PREMIUM CALCULATION: The total premium for insurance coverage under this Policy is obtained by multiplying the number of Insureds in each class times the applicable premium rates then in effect and adding the results.

D. CHANGES IN PREMIUM RATES: We have the right to change the premium rates on any premium due date after the Initial Term. After the Initial Term, We will not increase the premium rates more than once in any twelve (12) month period. We will notify the Policyholder in writing at least sixty (60) days before any increase in premium rates.

Any premium rate guarantees are subject to the following provisions:

1. The plan of benefits outlined in the Certificate of Coverage and eligibility remains unchanged.
2. There are no additions or deletions of subsidiaries or affiliates.
3. The census, volume or geographic distribution does not change by 25% or more.
4. The employer contribution to premiums is not reduced.

E. AGGREGATE PREMIUM: The aggregate premium due on any Premium Due Date is the sum of the amounts determined in accordance with the PREMIUM CALCULATION provision.

F. GRACE PERIOD: A Grace Period of thirty-one (31) days (without interest charge) is granted for the payment of any premium due after the first. This Policy will continue in effect during this period unless the Policyholder has given written notice to Us that the insurance under this Policy is to be ended on the first day before the Grace Period would otherwise start. If the premium is not paid by the end of the Grace Period, all insurance under this Policy will end on the last day of the Grace Period. The Policyholder will owe Us all premiums then due and unpaid including the premium for the Grace Period.

If the Policyholder gives Us written notice that insurance under this Policy is to be ended during the Grace Period, all insurance will end on the date We receive the written notice or the date specified, if later.

The Policyholder will owe Us the pro-rata premium for the time the insurance was in effect during the Grace Period.

PART IV: GENERAL PROVISIONS

A. ENTIRE CONTRACT: The entire contract consists of:

1. this Policy;
2. the application of the Policyholder;
3. the provisions shown in the Certificate;
4. the Insured enrollment forms; and
5. riders and endorsements, if any, adding or changing the provisions of the Policy or Certificate.

A copy of the Policyholder's application is attached to this Policy on the date it is signed. All statements made in the applications, in the absence of fraud, are representations and not warranties. No statement made by an Insured under this Policy will be used to void insurance or deny a claim unless a copy of the statement is or has been given to that Insured or to His Beneficiary, if any.

B. INCONTESTABILITY: This Policy will be incontestable, except for non-payment of premium, after it has been in force for two years.

C. CHANGES IN POLICY: The terms of this Policy can be changed only by written agreement between the Policyholder and Us. Agreement for Us can only be made by Our President or Our Secretary. Any changes will be made without the consent of, or notice to, any Insured or Beneficiary, if any. No agent has authority to make this Policy or to change, alter or amend any of its terms or provisions in any way.

D. AGE MISSTATED: If the age of any Insured under this Policy has been misstated, there will be a fair adjustment between the Policyholder and Us. As the basis for adjustment, We will recompute the premium for the true age of that person and the right amount of His insurance as provided by this Policy.

E. CONFORMITY WITH LAW: If any provision of this Policy is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law.

F. POLICY NON-PARTICIPATING: This Policy is not entitled to share in the surplus earnings of Our company.

G. INFORMATION TO BE FURNISHED BY POLICYHOLDER: The Policyholder will furnish Us with all information which pertains to this Policy. Failure to furnish Us with such information without good and sufficient cause will permit Us to terminate this Policy. We may inspect at all reasonable times (while this Policy is in effect and thereafter until all rights and payments have been made) any records of the Policyholder which have a bearing on the insurance or premiums.

H. CLERICAL ERROR: Clerical error (whether by the Policyholder or Us) in keeping records having to do with this Policy, or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. Such clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by this Policy.

When a clerical error is found, premiums and benefits will be adjusted based on the true facts and this Policy.

I. POLICYHOLDER NOT AGENT: The Policyholder will in no event be considered Our agent for any purpose under this Policy.

J. ASSIGNMENT: No assignment of this Policy is binding upon Us unless We agree to it in writing and not until it is filed with Us at Our Home Office.

K. INDIVIDUAL CERTIFICATE: We will issue to the Policyholder for delivery to each person insured under this Policy Certificates that state the insurance protection to which He is entitled and to whom the benefits are payable. The word Certificates will include Certificate riders and Certificate supplements, if any.

L. ADDITIONAL INSUREDS: The following will be added to the group originally insured:

1. All new persons becoming eligible to and applying for insurance in such group or class, including new members of a family; and
2. Any persons required to be provided coverage under federal law who apply for insurance in such group or class.

M. LEGAL ACTIONS: No legal action may be brought to recover on the Policy before sixty (60) days after written proof of loss has been furnished as required by the Policy. No such action may be brought after three (3) years from the time written proof of loss is required to be furnished.

PART V: CLAIM PROVISIONS

A. NOTICE OF CLAIM: Written notice of claim must be given within thirty (30) days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

Starmount Life Insurance Company
Attn: Claims
8485 Goodwood Blvd., P.O. Box 80139
Baton Rouge, LA 70898-0139

B. CLAIM FORMS: When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for the missing information. If these forms are not sent within fifteen (15) days, the claimant will meet the proof of loss requirements if the Plan Administrator is given written proof of the nature and extent of the loss.

C. PROOF OF LOSS: Written proof of loss must be given to the Administrator within ninety (90) days after the loss begins. We will not deny nor reduce any claim if it was not reasonably possible to give proof of loss in the time required. In any event, proof must be given to the Administrator within one (1) year after it is due, unless You are legally incapable of doing so.

D. PAYMENT OF CLAIMS: Benefits will be paid to the Insured unless an Assignment of Benefits has been requested by the Insured. Benefits due and unpaid at the Insured's death will be paid to the Insured's estate. Any payment made by Us in good faith pursuant to this provision will fully release Us to the extent of such payment.

If any beneficiary is a minor or mentally incapacitated, We will pay the proper share of the insurance amount to such beneficiary's court appointed guardian.

E. TIME PAYMENT OF CLAIMS: Benefits payable under this policy will be paid either immediately or within thirty (30) days upon receipt of written proof of loss.

