

# Starmount Life Insurance Company

8485 Goodwood Blvd. Baton Rouge, LA 70806-7878

### **Group Dental Insurance Policy**

We welcome you as the Policyholder and are committed to providing quality service. This is a group Dental policy. This policy describes the provisions with which you, as a Policyholder, should be familiar. Please see the certificate of coverage for specific details on the Dental benefits.

**Policyholder**: University of Detroit Mercy

4001 W McNichols Rd

Detroit, MI 48221

Policy Number: 00449719

Policy Effective Date: July 1, 2022

Policy Anniversary: July 1, 2023

Governing Jurisdiction: Michigan

This policy is issued to the Policyholder in return for the payment of required premiums. The first premium payment is due on or before the Policy Effective Date. All subsequent premiums are due in accordance with the rate schedule provided to the Policyholder. This policy is issued in agreement of the Policyholder's application. Benefits will be paid according to the provisions of this policy.

### This is a non-participating policy. Please read this policy carefully.

This policy is delivered in and is governed by laws of the governing jurisdiction and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. There may be changes that impact an Insured's benefits based on the Insured's state of residence.

Defined terms, provision titles, and section headings have been capitalized.

Signed for Starmount on the Policy Effective Date.

Chief Operating Officer

Secretary

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# Premium Payments

Premiums must be paid to us in United States dollars and are due on or before their due date. If we do not receive premium payment on the premium due date, we will provide the Policyholder Written notice advising Premium Payments must be made by the last day of the Grace Period, otherwise the policy will end.

The amount of premium due on any premium due date is calculated by multiplying the total number of Insureds covered under this policy on such date by the applicable rates in effect, subject to any Premium Adjustments.

The rates and premium due dates are stated in the Rate Schedule and have been agreed to by us and the Policyholder. We may use any reasonable method to calculate premium due using the rates.

#### **Grace Period**

The Grace Period is 31 days following a premium due date during which premium payment may be made. The Policyholder is liable for all premium due during the Grace Period. During the Grace Period this policy will remain in force unless we have received Written notice from the Policyholder to cancel this policy.

## Premium Adjustments

Premium Adjustments resulting from changes made in insurance after a premium due date will be reflected in the premium due following the effective date of the change.

Premium Adjustments will only be made for the current Policy Year and the prior Policy Year. In the event of Fraud, Premium Adjustments will be made for all Policy Years.

# Right to Change Rates

We will not change rates before the later of the first Policy Anniversary or the end of any rate guarantee period stated in the Rate Schedule. However, if changes occur for reasons which affect the risk assumed for the insurance we are providing under this policy, we can change the rates at any time. These reasons include, but are not limited to:

- a change occurs in this policy design;
- a division, subsidiary, or affiliated company is added or deleted;
- the number of Insureds changes by 25% or more; or
- a change in law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured.

In any event, we will provide Written notice to the Policyholder at least 45 days prior to the effective date of a rate change. A rate change may take effect on an earlier date if agreed to by us and the Policyholder.

## When Days Begin and End

For the purpose of all dates under this policy, all days begin at 12:01 a.m. and end at 12:00 midnight.

#### **Policy Contents**

This policy consists of all provisions of this policy and the provisions of the certificate(s), the Policyholder's application, and all related schedules, riders, amendments, and endorsements.

# Employee's Certificate of Coverage

We will provide the Policyholder with a certificate for distribution to each insured Employee. The certificate describes:

- the coverage to which an Insured may be entitled;
- to whom we will make a payment; and
- the limitations, exclusions, and requirements that apply to the Insured's coverage.

If any of the provisions of the certificate are different from the provisions of this policy, the provisions of this policy will govern.

# Communicating with an Insured or the Policyholder

To protect our customers, when communicating with others in Writing, we will abide by all applicable privacy laws and regulations.

## Information Required from the Policyholder

The Policyholder must provide us with the following on a regular basis:

- information about Employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and
  - whose coverage ends; and
- any other information we may reasonably require.

Policyholder records that, in our opinion, have a bearing on this policy must be available for our review at any time.

# Representation in Applications

Any statements made by the Policyholder will be considered a representation and not a warranty. Statements will not be used to avoid insurance, reduce benefits, or deny a claim, unless such statements are included in an application which is made part of this policy.

#### Contestability

We can take legal or other action using statements made in signed applications by the Policyholder during the first two years of the Policy Effective Date. However, in the event of Fraud, we can take legal or other action at any time as permitted by applicable law.

# Misstatement of Information

If we receive information about an Insured that is incorrect, we will:

- review the information to decide whether the Insured has coverage and in what amounts; and
- if necessary, make the applicable Premium Adjustments.

# Clerical Error or Omission

If a clerical error is made by us, the Policyholder, or an Insured in keeping or providing information, any premiums and benefits will be adjusted according to the correct information. An error will not prevent an Insured from receiving coverage, end coverage that is validly in effect, and it's correction will not reinstate coverage that was validly ended.

# Policy Change Authority

This policy may be changed in whole or in part at any time without the Insured's consent. Changes to this policy or waiver of any provisions will be made valid once approved by an officer of our company. The approval must be in Writing and endorsed on or attached to this policy. No other person, including a broker or agent, may change or waive any part of this policy.

## Cancellation by the Policyholder

The Policyholder may cancel this policy by providing us Written notice at least 31 days prior to the cancellation date. A cancellation will take effect on the later of:

- the date requested by the Policyholder; or
- the date we receive the Written notice of cancellation.

This policy will automatically be cancelled on the last day of the Grace Period if premium Cancellation due to Non-Payment of has not been paid. Premium

Cancellation or

We may cancel or modify this policy at any time, for any reason, if we provide the Policyholder **Modification by Us** with 45 days Written notice.

We may cancel or modify this policy if:

- our participation requirements are not met, as applicable;
- the Policyholder does not promptly provide us with information that is reasonably required:
- the Policyholder fails to perform any of its obligations that relate to this policy;
- the premium is not paid in accordance with the provisions of this policy;
- the Policyholder does not promptly report to us the required information about any Employees who are added or removed from an Eligible Group;
- there is a significant change in the geographic distribution or number of the Policyholder's Employees:
- there is a significant change in the Policyholder or its Employees as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization that impacts the size, occupation, or age of any Eligible Groups:
- any change occurs in law, regulation, or regulatory process that substantially impacts this policy, the benefits payable, or the risk insured; or
- we are cancelling or modifying similar group policies issued in similar markets. We will exercise this cancellation or modification right only if we discontinue offering such policies to the similar market. In this event, a policy cancellation will take effect on the later of:
  - the Policy Anniversary following the Written notice of the policy's cancellation; or
  - the end of any rate guarantee period.

In any event, we will provide Written notice to the Policyholder at least 45 days prior to any cancellation or modification date. The Policyholder may cancel this policy if they choose not to accept the policy modifications made by us.

For the purpose of this provision, participation requirements are as follows:

- the number of employees insured is less than 2 lives or 20% of those eligible;
- there is less than 100% participation of those eligible employees for an Employer paid
- the number of employees insured under a plan decreases by 25%.

#### Reinstatement

This Policy may be reinstated if it was cancelled becausse premium had not been paid. Following cancellation of this Policy, any acceptance of the premium by us without requireing an application for Reinstatement, will reinstate this POlicy on the date premium is received. Otherwise, the Policyholder shold submit a written application for Reinstatement and pay all premiums due. At the time we accept the Reinstatement application and all premiums due, a conditional receipt will be given for the premium. If we do not notify you that we have approved or disapproved the Reinstatement application, this Policy will be reinstated on the 45th day following the date of the conditional receipt.

Any premium accepted in connection with a Reinstatement will be applied first to a period for which premium was not previously paid, but not to any period more than 60 days prior to the

date of Reinstatement. Any request to reinstate will be subject to this Policy's Premiums provisions, Cancellation or Modification of Policy provisions, and the Certificate of Coverage's End of Coverage provisions.

The reinstated Policy will provide benefits for Covered Losses that occur on or after the reinstatement date.

Notice of Cancellation to Insured Employees The Policyholder is responsible for providing insured Employees Written notice of the cancellation of this policy as soon as reasonably possible.

Cancellation of this policy will not affect a Payable Claim.

**Premium Received** Premium accepted after the date this policy is cancelled will not act to reinstate this policy. **after Cancellation** We will refund any premium paid that was in excess of what was owed.

**Employee** A person who is in Active Employment in the United States with the Employer.

Employer The Policyholder, including all United States divisions, subsidiaries, and affiliated

companies of the named Policyholder for whose Employees premium is being paid.

**Insured** Any person who has coverage under this policy.

**Payable Claim** A claim for which we are liable under the provisions of this policy.

**Policyholder** The entity to which this policy is issued.

**Policy Year** The Policy Effective Date as shown on the face page of this certificate ending on the Policy

Anniversary date of the following year and each subsequent year thereafter.

Starmount Life Insurance

Company

Referred to as "Starmount" and "we," "us," or "our."

Writing or Written A record on or transmitted by paper, electronic, or telephonic media consistent with

applicable law.

### **Starmount Life Insurance Company**

8485 Goodwood Blvd, Baton Rouge, LA 70806

## **Group Dental Rate Schedule**

Policyholder: University of Detroit Mercy

Policy Number: 00449719

Policy Effective Date: July 1, 2021

**Policy Anniversary:** July 1

**Rate Schedule** 

Effective Date: July 1, 2021

Premium

Due Dates

The first Premium is due on or before July 1, 2021. All subsequent Premiums are due monthly on

the first day of each month.

Initial Rate Guarantee Period

There will be no change in rates for 12 months following the Policy Effective Date subject to

exceptions stated in the Right to Change Rates provision.

After the Initial Rate Guarantee Period the Policy will automatically renew on the Policy Anniversary date every 12 months. Cancellations or modifications to the Policy will be administered in accordance

with the cancellation and modification provisions of the Policy.

Initial Rates The initial rates used to calculate premium due for each Insured are as follows:

	Monthly Rate Per Insured
Coverage Tier	Standard
Employee	\$49.37
Employee +1	\$96.88
Employee, Spouse, and Children	\$176.87

Dated on July 2, 2021.