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01/01/2019

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF**

**LEITER'S ENTERPRISES, INC. DBA  
LEITERS**

**ALL MEMBERS EXCEPT CO MEMBERS**  
Group Long Term Disability Insurance

**Print Date: 01/15/2019**

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Summary Plan Description for Purposes of Employee Retirement Income Security Act (ERISA):

This booklet-certificate (including any supplement) may be utilized in part in meeting the Summary Plan Description requirements under ERISA for insured employees (or those listed on the front cover) of the Policyholder who are eligible for Group Long Term Disability insurance.

A separate booklet-certificate will be issued if necessary to cover one or more separate classes of the Policyholder who are eligible for Group coverage. For further information contact your plan administrator.

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Your Group Long Term Disability Insurance has been designed to provide financial help for you when a covered loss occurs. This plan has chosen benefits provided by a Group Policy issued by Us, Principal Life Insurance Company. To the extent that benefits are provided by the Group Policy, the administration and payment of claims will be done by Us as an insurer.

Members rights and benefits are determined by the provisions of the Group Policy. This booklet briefly describes those rights and benefits. It outlines what you must do to be insured. It explains how to file claims. It is your certificate while you are insured.

The effective date of your insurance is as shown on your enrollment form.

**THIS BOOKLET REPLACES ANY PRIOR BOOKLET THAT YOU MAY HAVE RECEIVED.** If you have any questions about this new booklet, please contact your employer. In the event of future plan changes, you will be provided with a new booklet-certificate or a booklet-certificate rider.

If you have an electronic booklet, paper copies of this booklet-certificate are also available. Please contact your employer if you would like to request a paper copy.

**PLEASE READ YOUR BOOKLET CAREFULLY.** We suggest that you start with a review of the terms listed in the DEFINITIONS Section (at the back of the booklet). The meanings of these terms will help you understand the insurance.

The group insurance policy and your coverage under the Group Policy may be discontinued or altered by the Policyholder or Us at any time without your consent.

**NOTE: Within 30 days of delivery, an individual age 65 or older, if not satisfied for any reason, may return this booklet and have premium fully refunded and coverage terminated retroactive to the original effective date. Premium refund shall occur no later than 30 days following the date We receive the returned booklet.**

The insurance provided in this booklet is subject to the laws of the state of California.

PRINCIPAL LIFE  
INSURANCE COMPANY  
Des Moines, IA 50392-0002

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**LONG TERM DISABILITY INSURANCE SUMMARY**

Minimum Hours Requirement	Employees must be working at least 30 hours a week	
Who Pays for Coverage	You are required to pay the entire premium for insurance under the Group Policy.	
Elimination Period	90 days	
Own Occupation Period	two year(s)	
Primary Monthly Benefit	60% of your Predisability Earnings.	
Maximum Monthly Benefit	\$10,000	
Minimum Monthly Benefit	\$100	
Maximum Benefit Payment Period	Member's Age on The Date Disability <u>Begins</u> Before age 65	Months of the Benefit Payment <u>Period</u> greater of 36 Months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Reasonable Accommodation Benefit	\$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	three times Benefit Payable	
<b>NOTE:</b>		
No premiums are required during a Long Term Disability Benefit Payment Period.		
Benefits may be reduced by other sources of income and disability earnings.		
Some disabilities may not be covered or may be limited under this insurance.		

This summary provides only highlights of the Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Eligibility and Individual Incontestability**

**Eligibility**

You will be eligible for insurance on the later of:

- a. January 1, 2019; or
- b. the first of the Insurance Month next following the date you become a Member as described in this booklet.

**Individual Incontestability**

All statements made by any person insured will be representations and not warranties. In the absence of fraud, these statements may not be used to contest the insured person's coverage unless:

- a. the insurance has been in force for less than two years during the insured person's lifetime; and
- b. the statement is in Written form Signed by the insured person; and
- c. a copy of the form which contains the statement is given to the insured person or the insured person's beneficiary at the time insurance is contested.



**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Effective Dates**

**Actively at Work**

Your effective date for Long Term Disability Insurance will be as explained in this booklet, if you are Actively at Work on that date. If you are not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

**Effective Date for Noncontributory Insurance**

Unless Proof of Good Health is required, insurance for which you contribute no part of premium will be in force on the date you are eligible.

**Effective Date for Contributory Insurance**

If you are to contribute a part of premium, insurance must be requested in a form provided by Us. Unless Proof of Good Health is required, the requested insurance will be in force on:

- a. the date you are eligible, if the request is made on or before that date; or
- b. the first of the Insurance Month coinciding with or next following the date of your request, if the request is made within 31 days after the date you are eligible.

If the request is made more than 31 days after the date you are eligible, Proof of Good Health will be required before insurance can be in force.

**Effective Date When Proof of Good Health is Required**

Insurance for which Proof of Good Health is required will be in force on the later of:

- a. the date insurance would have been effective if Proof of Good Health had not been required; or
- b. the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by Us.

**Proof of Good Health Requirements**

The type and form of required Proof of Good Health will be determined by Us. You must submit Proof of Good Health:

- a. If insurance for which you contribute a part of premium is requested more than 31 days after the date you are eligible.
- b. If you have failed to provide required Proof of Good Health or have been refused insurance under the Group Policy at any prior time.
- c. If you elect to terminate insurance and, more than 31 days later, request to be insured again.
- d. If, on the date you become eligible, fewer than five Members are insured.

- e. If, on the date you become eligible for any increase or additional Benefit Payable amount, fewer than five Members are insured.

**Effective Date for Benefit Changes Due to a Change in Monthly Earnings**

Unless Proof of Good Health is required (see above), a change in Benefit Payable amount because of a change in your Monthly Earnings will normally be effective on the January 1 that next follows the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes Due to a Change in Insurance Class**

Unless Proof of Good Health is required (see above), a change in Benefit Payable amount because of a change in your insurance class will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**Effective Date for Benefit Changes - Change by Policy Amendment**

Unless Proof of Good Health is required (see above), a change in amount of your Benefit Payable because of a change in the Benefit Payable by amendment to the Group Policy will be effective on the date of change. However, if you are not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date you return to Active Work.

**HOW TO BE INSURED  
LONG TERM DISABILITY INSURANCE**

**Termination, Continuation, and Reinstatement**

**Termination of Insurance**

Your insurance will terminate on the earliest of:

- a. the date the Group Policy is terminated; or
- b. the end of the Insurance Month for which the last premium is paid for your insurance; or
- c. for contributory insurance, the end of any Insurance Month if requested by you before that date; or
- d. the end of the Insurance Month in which you cease to be a Member as defined; or
- e. the end of the Insurance Month in which you cease to be in a class for which Member Insurance is provided; or
- f. the end of the Insurance Month in which you cease Active Work except as provided below.

Termination of insurance for any reason described above will not affect your rights to benefits, if any, for a Disability that begins while your insurance is in force under the Group Policy. You are considered to be continuously Disabled if you are Disabled from one condition and, while still Disabled from that condition, incur another condition that causes Disability.

**Continuation**

You may qualify to have your insurance continued under one or more of the continuation provisions below. If you qualify for continuation under more than one provision, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

**Continuation and Reinstatement - Sickness, Injury, or Pregnancy**

If you cease Active Work due to sickness, injury, or pregnancy, your insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the end of the Insurance Month in which you recover; or
- c. the date 90 days after Active Work ends.

If a Benefit Payment Period is established, your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date the Benefit Payment Period ends. Your reinstated insurance will be in force on the date of return to Active Work.

If you do not qualify to have a Benefit Payment Period begin, insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had you remained continuously insured.

In addition, a longer reinstatement period will be allowed for an approved leave of absence taken in accordance with the provisions of the state law regarding family leave.

**Continuation and Reinstatement - Layoff or Leave of Absence**

If you cease Active Work due to layoff or leave of absence, your insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in items a. through e. above; or
- b. the end of the Insurance Month in which Active Work ends.

Your insurance will be reinstated if you return to Active Work for the Policyholder within six months of the date insurance ceased. Your reinstated insurance will be in force on the date of return to Active Work.

A longer reinstatement period may be allowed for an approved leave of absence taken in accordance with the provisions of the federal law regarding Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA).

Proof of Good Health will be required to place in force any Benefit Payable that would have been subject to Proof of Good Health had you remained continuously insured.

In addition, a longer reinstatement period will be allowed for an approved leave of absence taken in accordance with the provisions of the state law regarding family leave.

**Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If you cease Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue your insurance, subject to premium payment, until the date either 12 weeks or 26 weeks, as determined by law, after the end of the Insurance Month in which Active Work ends.

Your terminated insurance may be reinstated in accordance with the provisions of FMLA.

## DESCRIPTION OF BENEFITS

### Benefit Qualification

You will qualify for Disability benefits, if all of the following apply:

- a. You are Disabled under the terms of the Group Policy.
- b. Your Disability begins while you are insured under the Group Policy.
- c. Your Disability is not subject to any of the Exclusions listed in this booklet.
- d. An Elimination Period of 90 days is completed.
- e. A Benefit Payment Period is established.
- f. You are under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in the CLAIM PROCEDURES Section are satisfied.

A Benefit Payment Period will be established on the latest of:

- a. the date you complete an Elimination Period; or
- b. the date six months before We receive Written proof of your Disability.

**NOTE:** No premiums are required during a Long Term Disability Benefit Payment Period.

No benefits will be payable for any Disability during your incarceration in a penal or correctional institution for a period greater than six months. Benefits will be terminated effective on the day immediately following six months of such incarceration and will be reinstated, without retroactive payment of benefits, upon your release, provided:

- a. you continue to qualify for benefits as provided in this section; and
- b. your current Disability and the Disability for which the Elimination Period was completed are from the same or related cause; and
- c. you have not exceeded the Benefit Payment Period as outlined on GH 819.

Reinstated benefits are not paid retroactively during the period of your incarceration.

## DESCRIPTION OF BENEFITS

### Benefits Payable

#### **If you are not working during a period of Disability**

Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit less Other Income Sources.

#### **If you are working during a period of Disability**

Your work incentive Benefit Payable for each full month of a Benefit Payment Period will be:

- a. For the first 12 months, the lesser of:
  - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from your Own Occupation or any occupation for which you become employed after Disability begins; or
  - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. Thereafter, your Primary Monthly Benefit less Other Income Sources, multiplied by your Income Loss Percentage.

On each March 1, following the date you become Disabled, your Predisability Earnings will be increased by the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of 10%.

If you have been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

- a. the number of completed months of Disability as of March 1;
- b. divided by 12 months.

Consumer Price Index means the U.S. City Average for Urban Consumers, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.

#### **Minimum Monthly Benefit**

In no event will the Monthly Benefit Payable be less than \$100 for each full month of a Benefit Payment Period, except that We will have the right to reduce the Minimum Monthly Benefit by any prior benefit overpayment. The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

## DESCRIPTION OF BENEFITS

### Rehabilitation Services and Benefits

**Rehabilitation Services and Benefits are voluntary if you qualify for Disability Benefits under the Group Policy.**

#### Rehabilitation Services and Benefits

While you are Disabled and covered under the Group Policy, you may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. We will work with you and others as appropriate, to develop an individualized rehabilitation plan intended to assist you in returning to work.

#### Rehabilitation Services

While you are Disabled under the terms of the Group Policy, you may qualify for Rehabilitation Services. If you, the Policyholder, and We agree in Writing on a rehabilitation plan in advance, We may pay a portion of reasonable expenses. The goal of the plan will be to return you to work.

Any rehabilitation assistance must be approved in advance by Us and outlined in a rehabilitation plan. The Benefit Payable as described in the booklet (subject to the terms and conditions of the Group Policy) will continue, unless modified by the rehabilitation plan. Rehabilitation assistance may include, but is not limited to:

- a. coordination of medical services;
- b. vocational and employment assessment;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

We will periodically review the rehabilitation plan and if the agreed upon progress is documented, We will continue to pay for the agreed upon expenses as long as appropriate progress is documented to return you to work.

#### Predisability Intervention Services

Rehabilitation Services may be offered if you have not yet become Disabled under the terms of the Group Policy, provided you have a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of your Own Occupation.

#### Rehabilitation Incentive Benefit

During a Benefit Payment Period, if you are participating in and fulfilling the requirements of the rehabilitation plan, but are not yet working, you will be eligible for a 5% increase in the Primary Monthly Benefit percentage as a Rehabilitation Incentive Benefit. Payment of the Rehabilitation Incentive Benefit will begin with the Benefit Payable amount that next follows implementation of the rehabilitation plan. The Rehabilitation Incentive Benefit is not subject to the Maximum Monthly Benefit.

The Rehabilitation Incentive Benefit will terminate on the earliest of:

- a. the date the time frame established in the rehabilitation plan has elapsed; or
- b. the date you fail to meet the goals and objectives established in the rehabilitation plan; or
- c. the date you have received a total of 12 months of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as described in this booklet.

**Reasonable Accommodation Benefit**

**Eligibility**

You or an employer may be eligible for a Reasonable Accommodation Benefit provided you would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by Us in Writing prior to implementation.

**Benefit**

We will reimburse you or an employer for expenses incurred to modify the workplace to allow you to return to work, up to the actual expense, not to exceed \$2,000 per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the work-site or environment that We agree will allow you to return to work. Any payment made for Reasonable Accommodation would be the difference between the cost and the amount paid or payable by third parties (including any amount paid under a policy of medical coverage).



## DESCRIPTION OF BENEFITS

### Survivor Benefit and Accelerated Survivor Benefit

#### Survivor Benefit

In the event a Benefit Payment Period ends because of your death, a Survivor Benefit will be payable. This Survivor Benefit will be three times your Benefit Payable as described on GH 808 that would have been payable had you not died.

We will pay the Survivor Benefit to your Dependent Spouse, child, parent, or estate as described in the CLAIM PROCEDURES Section on GH 823.

#### Accelerated Survivor Benefit

##### Definition of Terminally Ill

You will be considered Terminally Ill under the Group Policy if you are expected to die within 12 months of the date you request payment of the Accelerated Survivor Benefit.

##### Eligibility

We will pay you an Accelerated Survivor Benefit if you request such payment and meet the following requirements. You must:

- a. satisfy the Benefit Qualifications listed in this booklet; and
- b. provide proof that you are Terminally Ill by submitting to Us:
  - (1) a statement from your Physician; and
  - (2) any other medical information that We believe necessary to confirm your status; and
- c. be living on the date of payment of the Accelerated Survivor Benefit.

##### Benefit

If you qualify, We will pay an Accelerated Survivor Benefit. This benefit will be equal to three times your Benefit Payable as described on GH 808 and will be paid to you in a single lump sum. This benefit is paid in addition to your regular Benefit Payable as described on GH 808.

##### Effect on Survivor Benefit

If an Accelerated Survivor Benefit is paid, no Survivor Benefit will be payable.

## DESCRIPTION OF BENEFITS

### Monthly Payment Limit

In no event will the sum of amounts payable for:

- a. Benefits Payable as described in this booklet; and
- b. Rehabilitation Incentive Benefit; and
- c. income from Other Income Sources;
- d. Current Earnings from your Own Occupation or any occupation; and

exceed 100% of Predisability Earnings. If you are eligible for a work incentive Benefit Payable, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

In the event your total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits as described in this booklet will be reduced by the amount in excess of 100% of Predisability Earnings.

## DESCRIPTION OF BENEFITS

### Benefit Payment Period and Recurring Disability

#### Benefit Payment Period

Benefits are payable:

- a. if your Disability begins before you are age 65, until the later of the date 36 months after your Benefit Payment Period begins, or the date you attain Social Security Normal Retirement Age; or
- b. if your Disability begins on or after you are age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after your Benefit Payment Period begins:

<u>Your Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
65, 66, 67	24
68, 69	18
70, 71	15
72 and over	12

However, in no event, will benefits continue beyond:

- a. the date of your death; or
- b. the date your Disability ends, unless a Recurring Disability exists as explained in this booklet; or
- c. the date you unreasonably fail to provide any required proof of Disability; or
- d. the date you unreasonably fail to submit to any required medical examination as provided on GH 823; or
- e. if Disability results from alcohol, drug or chemical abuse, dependency, or addiction, or a Mental Health Condition, the date 24 months after the Benefit Payment Period begins; or
- f. the date you cease to be under the Regular and Appropriate Care of a Physician; or
- g. the date the most recent one month average of your Current Earnings exceeds 80% of your monthly Predisability Earnings if you are Residually Disabled.

#### Recurring Disability

A Recurring Disability will exist under the Group Policy if:

- a. after you have completed an Elimination Period and during a Benefit Payment Period, you cease to be Disabled; and
- b. you then return to Active Work; and

- c. while insured under the Group Policy but before completing six continuous months of Active Work, you are again Disabled; and
- d. your current Disability and the Disability for which you completed the Elimination Period result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. You will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability. The effective date of any salary increase received during return to Active Work as stated in the Group Policy which would otherwise be effective, will not be applicable to any benefit payable under this Recurring Disability provision.

## DESCRIPTION OF BENEFITS

### **Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, or a Mental Health Condition**

Your period of Disability will be considered due to alcohol, drug or chemical abuse, dependency, or addiction, or a Mental Health Condition if:

- a. you are Disabled by one or more of the stated conditions; and
- b. you do not have other conditions which, in the absence of the above stated conditions, would continue to exist.

When Disability results from alcohol, drug or chemical abuse, dependency, or addiction, or a Mental Health Condition, the maximum number of Benefits Payable for all such periods of Disability is limited to 24 months. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for all of these conditions, either separate or combined.

However, if at the end of that 24 months, you are confined in a Hospital or other facility qualified to provide necessary care and treatment for alcohol, drug or chemical abuse, dependency, or addiction, or a Mental Health Condition, then the Benefit Payment Period may be extended to include the time during which you remain confined.

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If you are Hospital confined again during the 60-day period for at least ten consecutive days, benefits will be payable for the length of the second confinement and for up to 60 days following the end of the second confinement.

The Benefits Payable limit is not applicable to drugs administered on the advice of your Physician.

## DESCRIPTION OF BENEFITS

### Exclusions

No benefits will be paid for any Disability that:

- a. results from willful self-injury, while sane or insane; or
- b. results from war or act of war; or
- c. results from the commission of or attempt to commit a felony; or
- d. is a new Disability that begins after a prior Benefit Payment Period has ended or a claim for benefits has been denied and you have not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended or a claim for benefits has been denied and you have not returned to Active Work (except as provided for a Recurring Disability in this booklet); or
- f. is caused or substantially contributed by a Preexisting Condition as described in this booklet.

#### **Preexisting Conditions Exclusion for Initial Insurance**

A Preexisting Condition is any sickness or injury, for which you:

- a. received medical treatment, care, or services for a diagnosed condition or took prescription medications for a diagnosed condition in the three month period before you became insured under the Group Policy; or
- b. suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in your application;
  - (1) for which you received a Physician's advice or treatment within 24 months before you became insured under the Group Policy; or
  - (2) which caused symptoms within 12 months before you became insured under the Group Policy for which a prudent person would usually seek medical advice or treatment; and
- c. the Disability caused or substantially contributed to by the condition begins in the first 24 months after your effective date of insurance under the Group Policy.

No benefits will be paid for a Disability that is caused or substantially contributed by a Preexisting Condition unless, on the date you become Disabled, you have been Actively at Work for one full day after completing 12 consecutive months during which you were insured under the Group Policy.

## CLAIM PROCEDURES

### Notice of Claim

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of any loss covered by the Group Policy, or as soon as reasonably possible.

### Claim Forms

Upon Written notice of claim, We will furnish to the claimant such forms as are usually furnished for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Group Policy as to proof of loss, upon submitting within the time fixed in the Group Policy for filing proofs of loss, Written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

### Proof of Loss

Written proof of a loss must be furnished to Us within the following time frames:

- a. In case of a claim for loss which provides for any periodic payment contingent upon continuing loss, within 90 days after completion of the Elimination Period.
- b. In case of a claim for any losses for a Reasonable Accommodation and/or a Survivor Benefit, within 90 days after the date of such loss.

Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Member, later than one year from the time proof is otherwise required.

### Documentation of Loss

We must receive satisfactory Written proof of loss as described in Proof of Loss above. Until We receive the proof of loss, benefits will not be paid. Proof of loss requirements may include:

- a. Claim forms from you or your Physician.
- b. Documentation demonstrating you are under Regular and Appropriate Care by a Physician.
- c. Copies of medical records, test results and/or Physician's progress notes.
- d. Occupation information, such as documentation of work duties and activities. This may include your job description or appointment calendar.
- e. Independent Medical examination(s) (see Examinations provision below).
- f. A Written authorization, signed by you on our form, for Us to obtain records and information needed to determine your eligibility for benefits.

## **Earnings Documentation**

In order to determine benefits payable, We may require earnings documentation to determine your Predisability Earnings and Current Earnings. Upon request, you shall provide access to your financial and business records, including your Federal Income Tax Returns and supporting documentation, as often as We may require.

## **Investigation of Your Claim**

We will obtain, with your cooperation and authorization if required by law, only such information that is necessary to evaluate your claim and will decide whether to accept or deny your claim for benefits. We may:

- a. obtain this information from your notice of claim, submitted proof of loss as described above, statements, or other materials provided by you or others on your behalf; or
- b. obtain necessary information at Our expense; or
- c. have you physically examined when and as often may be reasonably required while the claim is pending.

In addition, at your option and your expense, you may provide Us with any other information to be considered when reviewing the claim, including but not limited to, reports from a Physician or other experts of your choice. You should provide Us with all information that you want Us to consider regarding your claim.

We will consider and interpret the Group Policy and all information obtained by Us and submitted by you that relates to your claim for benefits. We will make a determination of your eligibility for benefits based on this information and in accordance with the Group Policy and applicable law.

If We approve your claim, We will review the decision to approve your claim for benefits as often as is reasonably necessary to determine your continued eligibility for benefits.

Benefits may not be payable until We have had reasonable time to conduct an investigation of your claim and determine benefits are payable.

Any costs involved in submission of proof of loss or earnings documentation are your responsibility, except for costs incurred by Us for items c. and e. above under Documentation of Loss or personal interviews or financial examinations.

Once your claim is approved, no benefits will be continued beyond the end of the period for which you have provided Us with satisfactory proof of loss as described in Proof of Loss above. We will require you to provide additional documentation of your claim, at your expense, at reasonable intervals while you are claiming Disability.

If We deny your claim, We will follow the procedures described under Payment, Denial, and Review below. If you do not appeal the claim decision to Us as described under Payment, Denial, and Review below, the decision will be Our final claim decision.

## **Payment, Denial, and Review**

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, We will send a Written explanation prior to the expiration of the 45 days. A claimant is then allowed up to 45 days to provide all additional information requested. We are permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to a claimant regarding the extension.



In actual practice, benefits under the Group Policy will be payable sooner, providing We receive complete and proper proof of Disability. Further, if a claim is not payable or cannot be processed, We will submit a detailed explanation of the basis for its denial.

A claimant may request an appeal of a claim denial by Written request to Us within 180 days of the receipt of notice of the denial. We will make a full and fair review of the claim. We may require additional information to make the review. We will notify you in Writing of the appeal decision within 45 days after receipt of the appeal request. If the appeal cannot be processed within the 45-day period because We did not receive the requested additional information, We are permitted a 45-day extension for the review. Written notification will be sent to a claimant regarding the extension. After exhaustion of the formal appeal process, the claimant may request an additional appeal. However, this appeal is voluntary and does not need to be filed before asserting rights to legal action.

For purposes of this section, "claimant" means Member.

State law permits up to 40 days after receipt of proof of Disability to determine if the claim will be paid or denied. If a determination cannot be made within 40 days, We can request a 30-day extension in Writing prior to the end of the original 40 days and every 30 days thereafter. (Exception: If there is a reasonable basis for Us to believe a claim is false or fraudulent, the 40-day limit is extended to 80 days.)

If it is determined that the claim will be paid, a Benefit Payment Period must begin within 30 days of:

- (1) determination of Disability; or
- (2) execution of a settlement agreement.

If the claim is denied, in whole or in part, We will notify the claimant in Writing of the basis for the denial. This denial notice will include an explanation of the policy provisions, condition, or exclusion relevant to the facts of the claim. The notice will also provide the address and telephone number of the unit of the California Department of Insurance the claimant should contact for review if he or she believes the claim has been wrongfully denied.

### **Report of Payments from Other Income Sources**

When asked, you must give Us:

- a. a report of all payments from Other Income Sources; and
- b. proof of application for all such income for which you and your Dependents are eligible; and
- c. proof that any application for such income has been rejected.

### **Lump Sum Payments from Other Income Sources**

If any income from Other Income Sources are payable in a lump sum (except as described below), the lump sum will be deemed to be paid in monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over your expected life span. We will determine the expected life span.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the monthly amount which:
  - (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
  - (2) is prorated under a standard annuity table over your expected life span (if the plan does not have a standard annuity option);

- b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly:
- (1) at the rate stated in the award or settlement; or
  - (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
  - (3) at the maximum rate set by law (if no rate is stated and you did not receive a periodic award).

### **Social Security Estimates**

If it is reasonable that you would be entitled to disability benefits under the Federal Social Security Act, We will require that you apply for such disability benefits.

If you have not applied for disability benefits under the Federal Social Security Act or pursued them with reasonable diligence, and until exact amounts are known, We may estimate the Social Security benefits for which you and your Dependents are eligible and may include those estimates in your Other Income Sources.

### **Other Disability Coverage Estimates**

If it is reasonable that you would be entitled to disability benefits under the Canadian Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar plan or act, Worker's Compensation Act, any other occupational disease law or similar act, Jones Act, or state compulsory/statutory benefit law, We will require that the you apply for such disability benefits.

If The Principal possesses a means of reasonably estimating such disability benefits, you have not applied for these benefits or pursued them with reasonable diligence, and until exact amounts are known, We may estimate benefits for which you and your Dependents are entitled and may include those estimates in the your Other Income Sources.

### **Payments for Less Than a Full Month**

The Benefit Payable for each day of any part of a Benefit Payment Period that is less than a full month will be the monthly benefit divided by 30.

### **Right to Recover Overpayments**

If an overpayment of benefits occurs under the Group Policy, We will have the option to:

- a. reduce or withhold any future benefits We determine to be due, including the Minimum Monthly Benefit; or
- b. recover the overpayment directly from you; or
- c. take any other legal action.

### **Facility of Payment**

Benefits under the Group Policy will be payable at the end of each month of a Benefit Payment Period, provided complete and proper proof of Disability has been received by Us.

We reserve the right to offer a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period if agreed upon by you and Us.

Any unpaid balance that remains after a Benefit Payment Period ceases will be immediately payable.

We will normally pay benefits directly to you. However, in the special instances listed below, payment will be as indicated. All payments so made will discharge Us to the full extent of those payments.

- a. If payment amounts remain due upon your death, those amounts may be paid to your Dependent Spouse, child, parent, or estate.
- b. If We believe a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, We may pay whoever has assumed the care and support of the person. Any payment due a minor will be at the rate of not more than \$200 a month.

**Examinations**

We have the right to require you to undergo medical examinations during the course of a claim. The examinations will be performed by a Physician We choose as appropriate for the condition and will be conducted at the time, place and frequency We reasonably require. We will pay for these examinations and will choose the Physician to perform them.

**Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 60 days after Proof of Disability is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

**Time Limits**

Any time limits listed in this section will be adjusted as required by law.

## STATEMENT OF RIGHTS

Federal law requires that this section be included in your booklet:

As a participant in this plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## SUPPLEMENT TO YOUR BOOKLET-CERTIFICATE

The Employee Retirement Income Security Act (ERISA) requires that certain information be furnished to each participant in an employee benefit plan. Policyholders may use this booklet-certificate in part in meeting Summary Plan Description requirements under ERISA.

1. **Employer Plan Identification Number:**

EIN: 46-1904395

2. **Type of Administration:**

Long Term Disability Insurance Contract

3. **Plan Administrator:**

LEITER'S ENTERPRISES, INC. DBA LEITERS  
17 GREAT OAK BLVD  
SAN JOSE CA 95119

See your employer for the business telephone number of the Plan Administrator.

4. **Plan Sponsor:**

LEITER'S ENTERPRISES, INC. DBA LEITERS  
17 GREAT OAK BLVD  
SAN JOSE CA 95119

5. **Agent for Service of Legal Process:**

LEITER'S ENTERPRISES, INC. DBA LEITERS  
17 GREAT OAK BLVD  
SAN JOSE CA 95119  
(408)292-6772

Legal process may also be served upon the plan administrator.

6. **Type of Participants Covered Under the Plan:**

All active full-time employees of LEITER'S ENTERPRISES, INC. DBA LEITERS and provided that, for each employee, he or she also meets the definition of a Member as defined in the DEFINITIONS Section of this booklet (page GH 824).

7. **Sources and Methods of Contributions to the Plan:**

You are required to pay the entire premium for insurance under the Group Policy.

8. **Ending Date of Plan's Fiscal Year:**

December 31

## DEFINITIONS

Several words and phrases used to describe your insurance are capitalized whenever they are used in this booklet. These words and phrases have special meanings as explained in this section.

### **Active Work; Actively at Work**

You are considered Actively at Work if you are able and available for active performance of your duties. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided you are able and available for active performance of your duties and were working the day immediately prior to the date of your absence.

### **Benefit Payment Period**

The period of time during which benefits are payable.

### **Current Earnings**

Your Monthly Earnings for each month that you are Disabled. While Disabled, your Monthly Earnings result from working for the Policyholder or any other employer for which you become employed after the Disability begins.

### **Dependent**

Any person who qualifies for benefits as a dependent under the Federal Social Security Act as a result of your Disability or retirement, whether or not residing in your home.

### **Dependent Spouse**

Your spouse, if that spouse is legally married to you, or your state registered domestic partner, or your Domestic Partner, if you and the Domestic Partner complete and submit a Declaration of Domestic Partnership which is approved by Us.

### **Disability; Disabled**

Total or Residual Disability as defined in this section.

### **Domestic Partner (other than state registered domestic partners)**

Your opposite sex or same sex life partner, provided:

- a. your partner is not in the Armed Forces of any country; and
- b. your partner is not covered under the Group Policy as a Member; and
- c. your partner is at least 18 years of age; and
- d. neither your partner nor you are married; and
- e. neither your partner nor you have had another Domestic Partner in the 6-month period preceding the date of the Signed Declaration of Domestic Partnership; and
- f. your partner is not your blood relative; and

- g. your partner and you have shared the same residence for at least six consecutive months and continue to do so; and
- h. your partner and you are each other's sole life partner and intend to remain so indefinitely; and
- i. your partner and you are jointly responsible for each other's financial welfare; and
- j. your partner and you are not in your relationship solely for the purpose of obtaining insurance coverage.

**Elimination Period**

The period of time you must be Disabled before benefits begin to accrue. An Elimination Period starts on the date you are Disabled and must be satisfied for each period of Disability. If you are in the process of satisfying the Elimination Period, you may recover from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require you to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period. You cannot satisfy any part of the Elimination Period with any period of Disability that results from a cause for which We do not pay benefits.

**Employee**

A person who is employed by and receives a W-2 from the Policyholder or has a direct ownership interest in the Policyholder.

**Group Policy**

The policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members.

**Hospital**

An institution that is licensed as a Hospital by the proper authority of the state in which it is located, but not including any institution, or part thereof, that is used primarily as a clinic, convalescent home, rest home, home for the aged, nursing home, custodial care facility, or training center.

**Income Loss Percentage**

Your Income Loss Percentage is equal to:

- a. your Indexed Predisability Earnings less any Current Earnings from your Own Occupation or any occupation; divided by
- b. your Indexed Predisability Earnings.

The Income Loss Percentage amount will not exceed 100% of your Predisability Earnings.

**Indexed Predisability Earnings**

Your Predisability Earnings adjusted for increases in the Consumer Price Index.

**Insurance Month**

Calendar month.



**Maximum Monthly Benefit**

\$10,000

**Member**

Any PERSON EXCEPT MEMBER, residing in the United States, who is a U.S. citizen or is legally working in the United States, who is a full-time Employee of the Policyholder and who regularly works at least 30 hours a week. Work must be at the Policyholder's usual place or places of business, at an alternative worksite at the direction of the Policyholder, or at another place to which the Employee must travel to perform his or her regular duties. This excludes any person who is scheduled to work for the Policyholder on a seasonal, temporary, contracted, or part-time basis. A person is considered to be residing in the United States if his or her main home or permanent address is in the United States or if the person is in the United States for six months or more during any 12-month period.

**Mental Health Condition**

Any condition which is:

- a. manifested by a psychiatric disturbance including, but not limited to, a biologically or chemically based disorder; and
- b. categorized in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders or its successor.

Conditions not considered a Mental Health Condition include:

- a. dementia that is the result of any of the following conditions:
  - (1) stroke;
  - (2) head injury;
  - (3) viral infection; or
  - (4) Alzheimer's disease; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

**Monthly Earnings**

For Members with no ownership interest in the business entity of the Policyholder:

On any date, your monthly (or monthly equivalent) wage, as established by the Policyholder, that:

- a. if you have been employed for at least one calendar year(s), was paid to you during the last calendar year(s) and reported on your W-2 Wage & Tax Statement including qualified deferred compensation, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements including any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan or Health Savings Account, excluding housing and/or car allowance; or

- b. if you have been employed for less than one calendar year(s), was paid to you during the completed months of employment divided by the number of such completed months of employment.

For Members with a direct ownership interest in the business entity of the Policyholder, such as, but not limited to, an owner of a sole proprietorship, a partner in a partnership, a shareholder of a corporation or subchapter S-corporation, or a member of a limited liability company or limited liability partnership, Monthly Earnings on any date are based on an average of the following earnings as reported for Federal Income Tax purposes for the last two calendar year(s), assuming the owner meets all eligibility requirements:

- a. your share (based on ownership or contractual agreement) of the gross revenue or income earned by the Policyholder, including income earned by you and others under your supervision or direction; less
- b. your share of expenses (based on ownership or contractual agreement) that is deductible for Federal Income Tax purposes, and does not exceed the expenses before Disability began to the extent that your share of letter b. does not exceed your share of letter a.; plus
- c. the salary, benefits, and other forms of compensation which are payable to you, and any contributions to a pension or profit sharing plan made on your behalf by the Policyholder.

With respect to a Member with an ownership interest of less than two calendar years. We will use the amounts of a., b., and c. as described above during the completed months of direct ownership divided by the number of such completed months of direct ownership.

Monthly Earnings do not include any form of unearned income such as dividends, rent, interest, capital gains, income received from any form of deferred compensation, retirement, pension plan, income from royalties, or disability benefits.

#### **Other Income Sources**

- a. all disability payments for the month that you and your Dependents receive as a result of the same disability, under the Federal Social Security Act, Canadian Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- b. if you have reached Social Security Normal Retirement Age or older, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Canadian Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- c. if you are less than Social Security Normal Retirement Age, all retirement payments for the month that you and your Dependents receive under the Federal Social Security Act, Canadian Pension Plan, Quebec Pension Plan, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and
- d. all payments for the month that you receive as a result of the same disability, from a temporary disability benefit under a Workers' Compensation Act, or other similar occupational disease law; and
- e. all payments for the month that you receive as a result of the same disability, under any state compulsory/statutory benefit law; and
- f. all sick pay, salary continuance payments, personal time off, annual leave pay for the month that you receive as a result of the same disability, from the Policyholder; and
- g. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is

a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a non-qualified deferred compensation plan, a plan under Internal Revenue Code Section 401(k) or 457, an Individual Retirement Account (IRA), a Tax Deferred Sheltered Annuity (TSA) under Internal Revenue Code Section 403(b), a stock ownership plan, or a Keogh (HR-10) plan with respect to partners; and

- h. all payments for the month that you receive for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault law will not be counted; and
- i. all renewal commissions for the month that you receive from the Policyholder; and
- j. all Disability benefits for the month that you receive as a result of the same disability, under the Jones Act; and
- k. all Disability benefits for the month that you receive as a result of the same disability, under any government retirement system (CalPERS); and
- l. all benefits that you receive as a result of the same disability, from third party liability judgments, settlements or otherwise (less attorneys' fees); and
- m. all benefit amounts received as a result of the same disability, by compromise or settlement of any claim for permitted offsets (less attorneys' fees).

**NOTE:**

If any sick pay, salary continuance payments, personal time off, annual leave pay or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

Any retirement payments you receive under the Federal Social Security Act or a pension plan which you had been receiving in addition to your Monthly Earnings prior to a claim for Disability, will not be considered an Other Income Source.

Military or Veterans Administration disability or retirement payments will not be considered an Other Income Source.

After the initial deduction for each of the Other Income Sources, benefits will not be further reduced due to any cost of living increases payable under the above stated sources.

Withdrawal of pension plan benefits by you for the purpose of placing the benefits in a subsequent pension plan or a deferred compensation plan will not be considered an Other Income Source unless you withdraw pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Any income you receive for services rendered prior to your date of Disability will not be considered Other Income Sources.

Any commissions earned prior to your date of Disability will not be considered Other Income Sources.

**Own Occupation**

The employment, business, trade, or profession that involves the substantial and material acts of the occupation you are regularly performing for the Policyholder when the Disability began. Own Occupation is not necessarily limited to the specific job you performed for the Policyholder.

**Own Occupation Period**

The first two year(s) of the Benefit Payment Period.

**Physician**

- a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or
- b. any other licensed health care practitioner that state law requires be recognized as a Physician under the Group Policy.

The term Physician does not include you, one of your employees, your business or professional partner or associate, any person who has a financial affiliation or business interest with you, anyone related to you by blood or marriage, or anyone living in your household.

**Policyholder**

LEITER'S ENTERPRISES, INC. DBA LEITERS and shall include any affiliate or subsidiary of the Policyholder participating under the Group Policy.

**Predisability Earnings**

Your Monthly Earnings in effect prior to the date Disability begins.

**Primary Monthly Benefit**

60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$10,000.

**Proof of Good Health**

Written evidence that a person is insurable under Our underwriting standards. This proof must be provided to Us.

**Reasonable Accommodation**

Changes in your work environment or in the way a job is performed which allows you to perform the essential functions of that job.

**Regular and Appropriate Care**

You will be considered to be receiving Regular and Appropriate Care if you:

- a. are evaluated in person by a Physician; and
- b. receive treatment appropriate for the condition causing the Disability; and
- c. undergo evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability.

We may waive in Writing to you, the Regular and Appropriate Care requirement if it is determined that continued care would be of no benefit to you.

**Residual Disability; Residually Disabled**

You will be considered Residually Disabled if:

During the Elimination Period and the Own Occupation Period, you are not Totally Disabled and while working in your Own Occupation, as a result of your sickness or injury are unable to earn 80% or more of your Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, you are not Totally Disabled and while working in an occupation, as a result of sickness or injury, you are unable to engage with reasonable continuity in any other occupation in which you could be reasonably expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**Residual Disability; Residually Disabled (for Pilots)**

You will be considered Residually Disabled if:

During the Elimination Period and the Benefit Payment Period, you are not Totally Disabled and while working in an occupation, as a result of sickness or injury, you are unable to engage with reasonable continuity in any other occupation in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**Signed or Signature**

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 or electronic media, and which is consistent with applicable law and is agreed to by Us.

**Social Security Normal Retirement Age (SSNRA)**

Social Security Normal Retirement Age as defined by the Social Security Administration on the date Disabled.

<u>Year of Birth</u>	<u>Normal Retirement Age</u>
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943 - 1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
After 1959	67

**Substantial and Material Duties**

The essential tasks that are normally required for the performance of your Own Occupation and cannot be reasonably omitted or modified.

**Total Disability; Totally Disabled**

You will be considered Totally Disabled if as a result of sickness or injury:

During the Elimination Period and the Own Occupation Period, you are unable to perform with reasonable continuity, the Substantial and Material Duties necessary to pursue your Own Occupation and you are not working in your Own Occupation.

After completing the Elimination Period and the Own Occupation Period, you are unable to perform with reasonable continuity the duties of any occupation for which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**Total Disability; Totally Disabled (for Pilots)**

You will be considered Totally Disabled if as a result of sickness or injury:

During the Elimination Period and the Benefit Payment Period, you are unable to perform with reasonable continuity in any occupation for which you are or could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity.

**We, Us, and Our**

Principal Life Insurance Company, Des Moines, Iowa.

**Written or Writing**

A record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

## BOOKLET-CERTIFICATE NOTICE

California insurance law requires that a group policy include the telephone number of the insurance company issuing the policy in order for the persons to present inquiries, to obtain information about coverage, and to provide assistance in resolving complaints. Persons may call or write to:

Principal Life Insurance Company  
711 High Street  
Des Moines, Iowa 50392-0002

For Disability claim-related inquiries:  
Attn: Group Claims  
Phone: 1-800-245-1522

For administration-related inquiries:  
Attn: Group Call Center  
Phone: 1-800-843-1371

Consumers should contact The Principal, their agent or other representative regarding complaints. If the policy or certificate was issued or delivered by an agent or broker, the insured must contact his or her agent or broker for assistance.

The California Department of Insurance should be contacted only after discussions with the insurer, or its agent or other representative, or both have failed to produce a satisfactory resolution to the problem.

Persons may contact:

California Insurance Department  
Health Claims Bureau  
300 South Spring Street, South Tower  
Los Angeles, CA 90013  
Phone: 1-800-927-4357 (HELP)  
TDD: 1-800-482-4833  
Website: [www.insurance.ca.gov](http://www.insurance.ca.gov)

This Notice is for your information only and does not become a part or condition of this booklet-certificate.

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**Plan Arranged By**

**VINCENT N BAXTER**  
1101 S WINCHESTER BLVD  
SAN JOSE CA  
95128-3901



**Principal Life Insurance Company**  
Des Moines, Iowa 50392-0002