

MARIANNE APODACA  
LEITERS  
17 GREAT OAK BLVD  
SAN JOSE CA 95119



1102145

01/01/2020

**GROUP POLICY FOR:**

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

**CO MEMBERS**

**Group Short Term Disability Insurance**

**Print Date: 03/16/2020**

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**PRINCIPAL LIFE INSURANCE COMPANY**  
**(called The Principal in this Group Policy)**  
**Des Moines, Iowa 50392-0002**

This group insurance policy is issued to:

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**LEITER'S ENTERPRISES, INC. DBA LEITERS**  
**(called the Policyholder in this Group Policy)**

The Date of Issue is January 1, 2020.

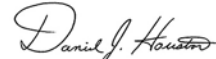
In return for the Policyholder's application and payment of all premiums when due, The Principal agrees to provide:

**SHORT TERM DISABILITY INSURANCE**

subject to the terms and conditions described in this Group Policy.



Executive Vice President,  
General Counsel and Secretary



Chairman, President and  
Chief Executive Officer

GROUP POLICY NO. GST 1102145  
NON-PARTICIPATING  
CONTRACT STATE OF ISSUE: CALIFORNIA

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**PART 1A - SHORT TERM DISABILITY INSURANCE SUMMARY**  
(Nonoccupational)

|  |   |
|--|---|
| Minimum Hours Requirement  | Employees must be working at least 30 hours a week  |
| Member Contribution  | Members are required to contribute the entire premium for their insurance under this Group Policy.                                    |
| Elimination Period   | A Benefit Payment Period will begin on the:<br><br>8th day for Disability Due to Injury<br><br>8th day for Disability Due to Sickness |
| Primary Benefit  | 60% of Predisability Earnings   |
| Maximum Weekly Benefit   | \$2,000   |
| Minimum Weekly Benefit   | \$25  |
| Maximum Benefit Payment Period   | 12 weeks  |
| Rehabilitation Services and Benefits   |   |
| Rehabilitation Services  | Included  |
| Predisability Intervention Services  | Included  |
| Rehabilitation Incentive Benefit   | 5%  |
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| <b>NOTE:</b>   |   |
| 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 this Group Policy. The entire Group Policy determines all rights, benefits, exclusions and limitations of the insurance described above.



## **PART I - DEFINITIONS**

When used in this Group Policy, the terms listed below will mean:

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

A Member will be considered Actively at Work if he or she is able and available for active performance of his or her 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 the Member is able and available for active performance of his or her duties and was working the day immediately prior to the date of his or her absence.

### **Benefit Payment Period**

The period of time during which benefits are payable.

### **Current Earnings**

A Member's Weekly Earnings for each week he or she is Disabled. While Disabled, a Member's Weekly Earnings results from working for the Policyholder or a Participating Unit or any other employer for which the Member becomes employed after the Disability begins.

### **Date of Issue**

The date this Group Policy is placed in force: January 1, 2020.

### **Dependent**

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

### **Dependent Spouse**

A Member's spouse, if that spouse is legally married to the Member, or a Member's registered domestic partner. The spouse or registered domestic partner may not be insured under this Group Policy as a Member.

### **Disability; Disabled**

Total or Residual Disability as defined in this section.

### **Disability Due to Injury**

A Disability that:

- a. occurs solely and directly because of an injury; and
- b. begins within 30 days of the injury.

### **Disability Due to Sickness**

A Disability that:

- a. occurs directly or indirectly because of disease, a Mental Health Condition, alcohol, drug or chemical abuse, dependency, or addiction; or
- b. is not a Disability Due to Injury as defined in this PART I.

Pregnancy is considered a Disability Due to Sickness.

### **Elimination Period**

The period of time a Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability.

### **Group Policy**

The policy of group insurance issued to the Policyholder by The Principal 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**

A Member's Income Loss Percentage is equal to:

- a. the Member's Predisability Earnings less any Current Earnings from the Member's Own Occupation or any occupation; divided by
- b. the Member's Predisability Earnings.

The Income Loss Percentage amount will not exceed 100% of the Member's Predisability Earnings. In addition, only those earnings from work the Member performs for the Policyholder or a Participating Unit will be included.

**Insurance Month**

Calendar month.

**Maximum Weekly Benefit**

\$2,000

**Member**

Any CO PERSON, 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 or a Participating Unit and who regularly works at least 30 hours a week. Work must be at the Policyholder's or a Participating Unit's usual place or places of business, at an alternative worksite at the direction of the Policyholder or a Participating Unit, 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 or a Participating Unit 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 Associations Diagnostic and Statistical Manual of Mental Disorders.

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and

- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

### **Other Income Sources**

The weekly equivalent of:

- a. all disability payments for the month that the Member and the Member's 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. for a Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's 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. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's 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 the Member receives 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 the Member receives 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, or annual leave pay, for the month that the Member receives as a result of the same disability from the Policyholder or a Participating Unit; and
- g. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Member receives under a pension plan sponsored by the Policyholder or a Participating Unit. 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 nonqualified 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 the Member receives as a result of the same disability, for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted; and
- i. all renewal commissions for the month that the Member receives from the Policyholder or a Participating Unit; and
- j. all Disability benefits for the month that the Member receives as a result of the same disability, under the Jones Act; and
- k. all Disability benefits for the month that the Member receives as a result of the same disability, under any government retirement system (CalPERS); and
- l. all benefits that the Member receives 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, severance 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 the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Weekly Earnings prior to a claim for Disability, will not be considered an Other Income Source.

Military or Veteran's 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 a Member 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 the Member withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

If any income specified above is payable in a monthly payment, the weekly equivalent will be calculated by multiplying the monthly benefit by 12 and dividing by 52.

Any income the Member receives for services rendered prior to the Member's date of Disability will not be considered Other Income Sources.

### **Own Occupation**

Any employment, business, trade, or profession and the Substantial and Material Duties of the occupation the Member was regularly performing for the Policyholder or a Participating Unit when the Disability began. Own Occupation is not necessarily limited to the specific job the Member performed for the Policyholder or a Participating Unit.

### **Participating Unit**

Any entity meeting the requirements outlined in PART II and PART V, of this Group Policy.

### **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 this Group Policy.

The term Physician does not include the Member, an employee of the Member, a business or professional partner or associate of the Member, any person who has a financial affiliation or business interest with the Member, anyone related to the Member by blood or marriage, or anyone living in the Member's household.

### **Policy Anniversary**

January 1, 2021, and the same day of each year.

### **Policyholder**

The entity to whom this Group Policy is issued (see Title Page).

### **Predisability Earnings**

A Member's Weekly Earnings in effect prior to the date Disability begins.

### **Primary Benefit**

60% of a Member's Predisability Earnings. The Primary Benefit will not exceed the Maximum Weekly Benefit of \$2,000.

### **Proof of Good Health**

Written evidence that a person is insurable under the underwriting standards of The Principal. This proof must be provided to The Principal.

### **Reasonable Accommodation**

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

### **Regular and Appropriate Care**

A Member will be considered to be receiving Regular and Appropriate Care if he or she:

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

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

### **Residual Disability; Residually Disabled**

A Member will be considered Residually Disabled, if he or she is not Totally Disabled and while working in his or her Own Occupation, as a result of sickness or injury, he or she is unable to earn 80% or more of his or her Predisability Earnings.

### **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 The Principal.

### **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 the Member's Own Occupation and cannot be reasonably omitted or modified.

### **Total Disability; Totally Disabled**

A Member will be considered Totally Disabled if as a result of sickness or injury, the Member is unable to perform with reasonable continuity the Substantial and Material Duties necessary to pursue his or her Own Occupation in the usual and customary way and he or she is not working in his or her Own Occupation.

### **Weekly Earnings**

For Members with no ownership interest in the business entity of the Policyholder or a Participating Unit:

On any date, a Member's basic weekly (or weekly equivalent) wage then in force, as established by the Policyholder or a Participating Unit. Basic wage does not include commissions, bonuses, tips, differential pay, housing and/or car allowance, or overtime pay. Basic wage does include any deferred earnings under a qualified deferred compensation plan, such as contributions to Internal Revenue Code Section 401(k), 403(b), or 457 deferred compensation arrangements and any amount of voluntary earnings reduction under a qualified Section 125 Cafeteria Plan or Health Savings Account.

For Members with ownership interest in the business entity of the Policyholder and Participating Unit(s), such as 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, Weekly 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. The Member's share (based on ownership or contractual agreement) of the gross revenue or income earned by the Policyholder and Participating Unit(s), including income earned by the Member and others under the Member's supervision or direction; less
- b. The Member's share (based on ownership or contractual agreement) of the usual and customary unreimbursed business expenses of the Policyholder and Participating Unit(s) which are incurred on a regular basis, are essential to the established business operation of the Policyholder and Participating Unit(s), are deductible for Federal Income Tax purposes, and do not exceed the expenses before Disability began to the extent that the Member's share of letter b. does not exceed the Member's share of letter a.; plus
- c. The salary, benefits, and other forms of compensation which are payable to the Member, and any contributions to a pension or profit sharing plan made on the Member's behalf by the Policyholder and Participating Unit(s).

With respect to a Member with ownership interest of less than two calendar year(s), was paid to such Member during the completed weeks of ownership divided by the number of such completed weeks of ownership.

Weekly 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.

### **Written or Writing**

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

## **PART II - POLICY ADMINISTRATION**

### **Section A - Contract**

#### **Article 1 - Entire Contract**

This Group Policy, the current Certificate, the attached Policyholder application and any Member applications make up the entire contract. The Principal is obligated only as provided in this Group Policy and is not bound by any trust or plan to which it is not a signatory party.

#### **Article 2 - Policy Changes**

Insurance under this Group Policy runs annually to the Policy Anniversary, unless sooner terminated. No agent, employee, or person other than an officer of The Principal has authority to change this Group Policy, and, to be effective, all such changes must be in Writing and Signed by an officer of The Principal.

The Principal reserves the right to change this Group Policy as follows:

- a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.
- b. Any or all provisions of this Group Policy may be amended or changed at any time when such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

Any change to this Group Policy, including, but not limited to, those in regard to coverage, benefits, and participation privileges, may be made without the consent of any Member.

Payment of premium beyond the effective date of the change constitutes the Policyholder's consent to the change.

#### **Article 3 - Policyholder and Participating Unit(s) Eligibility Requirements**

To be an eligible group and to remain an eligible group, the Policyholder and Participating Unit(s) must:

- a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit corporation within the meaning of the Internal Revenue Code; and
- b. maintain the following participation with respect to eligible employees:
  - (1) 100% if the Member is to contribute no part of the premium; or
  - (2) maintain the greater of 20% participation or five insured employees.

#### **Article 4 - Policy Incontestability**

In the absence of fraud, after this Group Policy has been in force two years, The Principal may not contest its validity except for nonpayment of premium.

#### **Article 5 - Individual Incontestability and Eligibility**

All statements made by any individual insured under this Group Policy will be representations and not warranties. In the absence of fraud, these statements may not be used to contest an insured person's insurance unless:

- a. the insurance has been in force for less than two years during the insured'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 or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy. In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age.

#### **Article 6 - Information to be Furnished**

The Policyholder must, upon request, give The Principal all information needed to administer this Group Policy. If a clerical error is found in this information, The Principal may at any time adjust premium to reflect the facts. An error will not invalidate insurance that would otherwise be in force. Neither will an error continue insurance that would otherwise be terminated.

The Principal may inspect, at any reasonable time, all Policyholder and Participating Unit records which relate to this Group Policy.

#### **Article 7 - Certificates**

The Principal will give the Policyholder Certificates for delivery to insured Members. The delivery of such Certificates will be in either paper or electronic format. The Certificates will be evidence of insurance and will describe the basic features of the benefit plan. They will not be considered a part of this Group Policy.

#### **Article 8 - Workers' Compensation Insurance Not Replaced**

This Group Policy is not in place of and does not affect nor fulfill the requirements for Workers' Compensation Insurance.

#### **Article 9 - Electronic Transactions**

Any transaction relating to this Group Policy may be conducted by electronic means if performance of the transaction is consistent with applicable state and federal law.

Any notice required by the provisions of this Group Policy given by electronic means will have the same force and effect as notice given in writing.

#### **Article 10 - Value Added Service**

The Principal reserves the right to offer or provide to a Policyholder an employee assistance program or a wellness program or any other value added service for the employees of the Policyholder. In addition, The Principal may arrange for third party service providers (i.e., employee assistance program companies, wellness program providers), to provide discounted goods and services to those Policyholders of The Principal. While The Principal has arranged these goods, services, and third party provider discounts, the third party service providers are liable to the Members for the provisions of such goods and services. The Principal is not responsible for the provision of such goods or services nor is it liable for the failure of the provision of the same. Further, The Principal is not liable to the Members for the negligent provisions of such goods and/or services by the third party service providers.

## **Section B - Premiums**

### **Article 1 - Payment Responsibility; Due Dates; Grace Period**

The Policyholder is responsible for payment of all premium due while this Group Policy is in force. Payments must be sent to the designated payment center for The Principal in Des Moines, Iowa.

The first premium is due on the Date of Issue of this Group Policy. Each premium thereafter will be due on the first of each Insurance Month. Except for the first premium, a Grace Period of 31 days will be allowed for payment of premium. "Grace Period" means the first 31-day period following a premium due date. The Group Policy will remain in force until the end of the Grace Period, unless the Group Policy has been terminated by notice as described in this PART II, Section C. The Policyholder will be liable for payment of the premium for the time this Group Policy remains in force during the Grace Period.

### **Article 2 - Premium Rates**

The premium rate will be as shown below for each Member insured for Short Term Disability Insurance.

| (Age)       | (Rate for each \$10 of Benefit Payable) |
|-------------|---|
| Under 25    | \$0.37                                  |
| 25-29       | \$0.43                                  |
| 30-34       | \$0.53                                  |
| 35-39       | \$0.42                                  |
| 40-44       | \$0.21                                  |
| 45-49       | \$0.23                                  |
| 50-54       | \$0.26                                  |
| 55-59       | \$0.32                                  |
| 60-64       | \$0.41                                  |
| 65-69       | \$0.46                                  |
| 70 and over | \$0.49                                  |

If the Policyholder has at least two other eligible group insurance policies underwritten by The Principal, the Policyholder may be eligible for a multiple policy discount.

### **Article 3 - Premium Rates Changes**

The Principal may change a premium rate on any of the following dates:

- a. on any premium due date, after the initial premium rate has then been in force two years or more and if Written notice is given to the Policyholder at least 31 days before the date of change. After the initial premium rate has been in force for two years, The Principal may change the premium rate on any due date if the rate has been in force for 12 months or more and if Written notice is given to the Policyholder at least 31 days before the date of change; or
- b. on any date the definition of Member is changed; or
- c. on any date that the policy design feature or class of insured Members is changed; or
- d. on any date a division, subsidiary, or affiliated company is added or terminated; or
- e. on any date the premium contribution required of Members is changed; or
- f. on any premium due date, if the Policyholder has been receiving a multiple policy discount rate and the Policyholder drops below the minimum number of coverages to receive such discount rate; or
- g. on any Policy Anniversary, if the total covered Weekly Earnings for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary; or
- h. on the next Policy Anniversary, if the age for then insured Members has changed since the last premium due date.

If the Policyholder agrees to participate in the electronic services program of The Principal and, at a later date elects to withdraw from participation, such withdrawal may result in certain administrative fees being charged to the Policyholder.

#### **Article 4 - Premium Amount**

The amount of premium to be paid on each due date will be the product of total Primary Benefit payable divided by ten multiplied by the premium rate then in effect for each age bracket.

To ensure accurate premium calculations, the Policyholder is responsible for reporting to The Principal, the following information during the stated time periods:

- a. Members who are eligible to become insured are to be reported during the month prior to or during the month that coverage becomes effective.

- b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.
- c. Changes in Weekly Earnings are to be reported within a month of the date that the change in Weekly Earnings took place.
- d. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

If a Member is added or a present Member's Primary Benefit amount changes or terminates on other than the first of an Insurance Month, premium for that Member will be adjusted and applied as if the change were to take place on the first of the next following Insurance Month.

#### **Article 5 - Contributions from Members**

Members are required to contribute the entire premium for their insurance under this Group Policy.

## **Section C - Policy Termination**

### **Article 1 - Failure to Pay Premium**

This Group Policy will terminate at the end of a Grace Period if total premium due has not been received by The Principal before the end of the Grace Period. Failure by the Policyholder to pay the premium within the Grace Period will be deemed notice by the Policyholder to The Principal to discontinue this Group Policy at the end of the Grace Period.

### **Article 2 - Termination Rights of the Policyholder**

The Policyholder may terminate this Group Policy effective on the day before any premium due date by giving Written notice to The Principal prior to that premium due date. The Policyholder's issuance of a stop-payment order for any amounts used to pay premiums for the Policyholder's insurance will be considered Written notice from the Policyholder.

### **Article 3 - Termination Rights of The Principal**

The Principal may nonrenew or terminate this Group Policy by giving the Policyholder 31 days advance notice in Writing, if the Policyholder:

- a. ceases to be an eligible group as described in PART II, Section A; or
- b. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or
- c. does not promptly provide The Principal with information that is reasonably required; or
- d. fails to perform any of its obligations that relate to this Group Policy.

The Principal may terminate the Policyholder's coverage on any premium due date if the Policyholder relocates to a state where this Group Policy is not marketed, by giving the Policyholder 31 days advanced notice in Writing.

### **Article 4 - Policyholder Responsibility to Members**

If this Group Policy terminates for any reason, the Policyholder must:

- a. notify each Member of the effective date of the termination; and



- b. refund or otherwise account to each Member all contributions received or withheld from Members for premiums not actually paid to The Principal.

If the Participating Unit's coverage under this Group Policy terminates for any reason, the provisions of PART V, Section E will also apply.

## **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

### **Section A - Eligibility**

#### **Article 1 - Member Insurance**

A person will be eligible for insurance on the later of:

- a. the Date of Issue of this Group Policy; or
- b. the first of the Insurance Month next following the date the person becomes a Member as defined.

## **Section B - Effective Dates**

### **Article 1 - Actively at Work**

A Member's effective date for Short Term Disability Insurance will be as explained in this section, if the Member is Actively at Work on that date. If the Member is 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.

### **Article 2 - Effective Date for Noncontributory Insurance**

Unless Proof of Good Health is required (see Articles 4 and 5 below), insurance for which the Member contributes no part of premium will be in force on the date the Member is eligible.

### **Article 3 - Effective Date for Contributory Insurance**

If a Member is to contribute a part of premium, insurance must be requested in a form provided by The Principal. Unless Proof of Good Health is required (see Articles 4 and 5 below), the requested insurance will be in force on:

- a. the date the Member is 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 the Member's request, if the request is made within 31 days after the date the Member is eligible.

If the request is made more than 31 days after the date the Member is eligible, Proof of Good Health will be required before insurance can be in force (see Articles 4 and 5 below).

### **Article 4 - 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 The Principal.

### **Article 5 - Proof of Good Health Requirements**

The type and form of required Proof of Good Health will be determined by The Principal. A Member must submit Proof of Good Health:

- a. If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible.
- b. If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.
- c. If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.
- d. If, on the date a Member becomes eligible, fewer than five Members are insured.
- e. If, on the date a Member becomes eligible for any increase or additional Benefit Payable amount, fewer than five Members are insured.

#### **Article 6 - Effective Date for Benefit Changes Due to a Change in Weekly Earnings**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's Weekly Earnings will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if the Member is 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 the Member returns to Active Work.

#### **Article 6A - Effective Date for Benefit Changes Due to a Change in Insurance Class**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's insurance class will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if the Member is 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 the Member returns to Active Work.

#### **Article 7 - Effective Date for Benefit Changes - Change by Policy Amendment or Endorsement**

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in the amount of a Member's Benefit Payable because of a change in the Benefit Payable (as described in PART

IV, Section B) by amendment or endorsement to this Group Policy will be effective on the date of change. However, if the Member is 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 the Member returns to Active Work.

**Article 8 - Effective Date for Benefit Changes - Change in Benefits Made by The Principal**

A change in a Member's Benefit Payable because of a change made by The Principal will normally be effective on the Policyholder's Policy Anniversary. However, if the Member is 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 the Member returns to Active Work.

## **Section C - Member Termination, Continuation, and Reinstatement**

### **Article 1 - Member Termination**

A Member's insurance under this Group Policy will terminate on the earliest of:

- a. the date this Group Policy is terminated; or
- b. the end of the Insurance Month for which the last premium is paid for the Member's insurance; or
- c. for contributory insurance, the end of any Insurance Month desired, if requested by the Member before that date; or
- d. the end of the Insurance Month in which the Member ceases to be a Member as defined; or
- e. the end of the Insurance Month in which the Member ceases to be in a class for which Member Insurance is provided; or
- f. the end of the Insurance Month in which the Member ceases Active Work, except as provided by Articles 2, 3, 4, and 5 of this section.

Termination for any reason described above will not affect a Member's rights to benefits, if any, for a Disability that begins while the Member's insurance is in force under this Group Policy. A Member is considered to be continuously Disabled if he or she is Disabled from one condition and, while still Disabled from that condition, incurs another condition that causes Disability.

### **Article 2 - Member Continuation**

A Member may qualify to have his or her insurance continued under one or more of the continuation articles below. If a Member qualifies for continuation under more than one article, the longest period of continuation will be applied, and all periods of continuation will run concurrently.

### **Article 3 - Member Continuation and Reinstatement - Sickness, Injury, or Pregnancy**

If a Member ceases Active Work due to sickness, injury, or pregnancy, the Member's insurance can be continued subject to payment of premium, until the earliest of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through e. above; or

## **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

- b. the end of the Insurance Month in which the Member recovers; or
- c. the date 92 days after Active Work ends.

For a Member who establishes a Benefit Payment Period, his or her insurance will be reinstated if the Member returns to Active Work for the Policyholder or a Participating Unit within six months of the date the Benefit Payment Period ends. The Member's reinstated insurance will be in force on the date of return to Active Work.

For a Member who does not qualify to have a Benefit Payment Period, insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's 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 the Member 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.

#### **Article 4 - Member Continuation and Reinstatement - Layoff or Leave of Absence**

If a Member ceases Active Work due to layoff or leave of absence, his or her insurance can be continued, subject to premium payment, until the earlier of:

- a. the date insurance would otherwise terminate as provided in Article 1, items a. through e. above; or
- b. the end of the Insurance Month in which Active Work ends.

A Member's insurance will be reinstated if he or she returns to Active Work for the Policyholder or a Participating Unit within six months of the date insurance ceased. The Member's reinstated insurance will be in force on the date of his or her 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 the Member remained continuously insured.

### **PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**

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.

**Article 5 - Member Continuation and Reinstatement - Family and Medical Leave Act (FMLA)**

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder or a Participating Unit may choose to continue the Member's insurance, subject to premium payment, until the date 12 weeks after the end of the Insurance Month in which Active Work ends.

A Member's terminated insurance may be reinstated in accordance with the provisions of the FMLA.

**PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS**



## **PART IV - BENEFITS**

### **Section A - Benefit Qualification**

#### **Article 1 - Benefit Qualification**

A Member will qualify for Disability benefits if all of the following apply:

- a. The Member is Disabled under the terms of this Group Policy.
- b. The Disability begins while he or she is insured under this Group Policy.
- c. The Disability is not subject to any Limitations listed in this PART IV, Section G.
- d. An Elimination Period is completed.
- e. A Benefit Payment Period is established.
- f. The Member is under the Regular and Appropriate Care of a Physician.
- g. The claim requirements listed in this PART IV, Section I are satisfied.

An Elimination Period will start on the date a Member becomes Disabled. The Elimination Period will be completed and a Benefit Payment Period established on the:

- a. 8th day if the Disability is Due to Injury; or
- b. 8th day if the Disability is Due to Sickness.

## **Section B - Benefits Payable**

### **Article 1 - If the Member is not working during a period of Disability**

The Benefit Payable to a Member for each full week of a Benefit Payment Period will be the Member's Primary Benefit less Other Income Sources.

### **Article 2 - If the Member is working during a period of Disability**

The work incentive Benefit Payable to a Member for each full week of a Benefit Payment Period will be the lesser of:

- a. 100% of Predisability Earnings less Other Income Sources, less Current Earnings from his or her Own Occupation or any occupation for which the Member becomes employed after Disability begins; or
- b. the Primary Benefit less Other Income Sources.

### **Article 3 - Minimum Weekly Benefit**

In no event will the weekly Benefit Payable be less than \$25 for each full week of a Benefit Payment Period, except that The Principal will have the right to reduce the Minimum Weekly 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 week will be the weekly benefit divided by seven.

## **Section C - Rehabilitation Services and Benefits**

**Rehabilitation Services and Benefits are voluntary if the Member qualifies for Disability Benefits under this Group Policy.**

### **Article 1 - Rehabilitation Services and Benefits**

While the Member is Disabled and covered under this Group Policy, he or she may qualify to participate in a rehabilitation plan and receive Rehabilitation Services and Benefits. The Principal will work with the Member, the employer, and the Member's Physician(s), and others as appropriate, to develop an individualized rehabilitation plan intended to assist the Member in returning to work.

### **Article 2 - Rehabilitation Services**

While the Member is Disabled under the terms of the Group Policy, he or she may qualify for Rehabilitation Services. If the Member and The Principal agree in Writing on a rehabilitation plan in advance, The Principal may pay a portion of reasonable expenses. The goal of the plan will be to return the Member to work.

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a rehabilitation plan. The Benefit Payable as described in this PART IV, Section B, Article(s) 1 and 2, (subject to the terms and conditions of the section) 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 assistance;
- c. purchasing adaptive equipment;
- d. business/financial planning;
- e. retraining for a new occupation;
- f. education expenses.

The Principal will periodically review the rehabilitation plan and if the agreed upon Member's progress is documented, The Principal will continue to pay for the agreed upon expenses as long as appropriate progress is documented for returning the Member to work.

### **Article 3 - Predisability Intervention Services**

Rehabilitation Services may be offered to a Member who has not yet become Disabled under the terms of this Group Policy, provided the Member has a condition which has the potential of resulting in the inability to perform the Substantial and Material Duties of his or her Own Occupation.

### **Article 4 - Rehabilitation Incentive Benefit**

During a Benefit Payment Period, if the Member is participating in and fulfilling the requirements of the rehabilitation plan, but is not yet working, he or she will be eligible for a 5% increase in the Primary 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 Weekly 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 the Member fails to meet the goals and objectives established in the rehabilitation plan; or
- c. the date benefits would otherwise terminate as provided in this PART IV, Section F, Article 1.

### **Article 5 - Reasonable Accommodation Benefit**

#### **a. Eligibility**

An employer or the Member may be eligible for a Reasonable Accommodation Benefit provided the Member would be able to return to work with Reasonable Accommodation of the work environment. This benefit must be approved by The Principal in Writing prior to implementation.

#### **b. Benefit**

The Principal will reimburse an employer or the Member for expenses incurred to modify the workplace to allow the Member to return to work, up to the actual expense, not to exceed \$500 per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the worksite or environment that The

Principal agrees will allow the Member 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).

## **Section D - Survivor Benefit**

### **Article 1 - Survivor Benefit**

In the event a Benefit Payment Period ends because of the Member's death, a Survivor Benefit will be payable. This Survivor Benefit will be three times the Member's Primary Benefit.

The Principal will pay the Survivor Benefit to a Member's Dependent Spouse or domestic partner, child, parent, or estate as described in this PART IV, Section I, Claim Procedures.

## **Section E - Weekly Payment Limit**

### **Article 1 - Weekly Payment Limit**

In no event will the sum of the amounts payable for:

- a. Benefits Payable under this PART IV, Section B, Article(s) 1, 2, and 3; and
- b. Rehabilitation Incentive Benefit; and
- c. income from Other Income Sources; and
- d. Current Earnings from the Member's Own Occupation or any occupation;

exceed 100% of Predisability Earnings. In the event the Member's total income from all sources listed above exceeds 100% of Predisability Earnings, the benefits under this Group Policy will be reduced by the amount in excess of 100% of Predisability Earnings.

## **Section F - Benefit Payment Period and Recurring Disability**

### **Article 1 - Benefit Payment Period**

Benefits are payable until the date 12 weeks after the date the Benefit Payment Period begins.

However, in no event, will benefits continue beyond:

- a. the date of the Member's death; or
- b. the date Disability ends, unless a Recurring Disability exists as explained in this section; or
- c. the date the Member unreasonably fails to provide any required proof of Disability; or
- d. the date the Member unreasonably fails to submit to any required medical examination as provided in this PART IV, Section I, Article 11; or
- e. the date the Member ceases to be under the Regular and Appropriate Care of a Physician; or
- f. if a Disability is caused by, or resulting from a Preexisting Condition as described in this PART IV, Section G, Article 2, the date six weeks after the date the Member becomes Disabled.

### **Article 2 - Recurring Disability**

A Recurring Disability will exist under this Group Policy if:

- a. after completing an Elimination Period and during a Benefit Payment Period, a Member ceases to be Disabled; and
- b. the Member then returns to Active Work; and
- c. while insured under this Group Policy, but before completing 30 continuous days of Active Work, the Member is again Disabled; and
- d. the current Disability and the Disability for which the Elimination Period was completed result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability has not ended, except that no benefits will be payable for the time between Disabilities. The Member will not be required to complete a new Elimination Period and a new Benefit Payment Period will not be established. 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 PART III, Section B, Article 6 and would otherwise be effective, will not be applicable to any benefit payable under this Recurring Disability provision.

## **Section G - Exclusions**

### **Article 1 - 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 and the Member has not returned to Active Work; or
- e. is a continuation of a Disability for which a Benefit Payment Period has ended and the Member has not returned to Active Work (except as provided for a Recurring Disability in this PART IV, Section F, Article 2); or
- f. is caused or substantially contributed by a Preexisting Condition as described in this Group Policy; or
- g. results from a sickness or injury for which Workers' Compensation temporary disability benefits are actually paid.

### **Article 2 - Preexisting Conditions Exclusion for Initial Coverage**

A Preexisting Condition is any sickness or injury for which a Member:

- 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 he or she became insured under this Group Policy; or
- b. suffered from a physical or mental condition, whether diagnosed or undiagnosed, which was misrepresented or not disclosed in his or her application:
  - (1) for which he or she received a Physician's advice or treatment within 24 months before he or she became insured under this Group Policy; or
  - (2) which caused symptoms within 12 months before he or she became insured under this 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 the Member's effective date of insurance under this Group Policy.

No benefits will be paid for a Disability that is caused or substantially contributed by a Preexisting Condition unless, on the date the Member becomes Disabled, he or she has been Actively at Work for one full day after completing 12 consecutive months during which the Member was insured under this Group Policy.

## **Section I - Claim Procedures**

### **Article 1 - Notice of Claim**

Written notice of claim must be given to The Principal within 20 calendar days after the date of loss for which claim is being made. Failure to give notice within the time specified will not invalidate or reduce any claim if notice is given as soon as reasonably possible.

### **Article 2 - Claim Forms**

Claim forms and other information needed must be filed with The Principal in order to make a claim determination. The Principal will provide forms to assist the Member in filing claims. If notice is given and the completed forms are not provided within 15 days after The Principal receives such notice, the Member will be considered to have complied with the requirements of the Group Policy upon submitting, within the time specified below for filing proof of Disability, Written proof covering the occurrence, character, and extent of the loss.

### **Article 3 - Proof of Disability**

Completed claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous should be sent to The Principal within 90 days after the date the Member completes an Elimination Period. Failure to furnish such proof within the time required will not invalidate or 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, later than one year from the date proof is otherwise required.

Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a Signed unaltered authorization to obtain that information from the provider, Internal Revenue Service, Social Security Administration or any other entity required for Proof of Disability or Earnings Documentation. Failure to comply with such request could result in declination of the claim. Receipt of claim will be considered met when the Elimination Period has been completed and the appropriate completed claim form is received by The Principal.

### **Article 3A - Documentation of Loss**

The Principal must receive satisfactory Written proof of loss. Until The Principal receives the proof of loss requested, benefits will not be paid. Proof of loss may include:

- a. Any requested claim form including claim forms from the Member or the Member's Physician.
- b. Documentation that the Member is 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 the Member's job description or appointment calendar from the Policyholder or the Member's current employer.
- e. Independent medical examination(s) (see Examinations and Evaluations in Article 13 below).
- f. Any Written authorizations necessary, signed by the Member, on a form supplied by The Principal, to obtain medical and financial records and information needed to determine the Member's eligibility for benefits.
- g. Earnings Documentation.
- h. Other proof of loss as required by The Principal.

### **Article 3B - Earnings Documentation**

The Principal may require proof to determine the Member's Predisability Earnings and Current Earnings. A company representative has the right to examine the Member's financial and business records, including the Member's individual and business Federal income tax returns and supporting documentation, as often as The Principal may require. In addition, The Principal reserves the right to request such documentation to verify benefits were paid appropriately during the year. In the event benefits have not been paid appropriately, any overpayment of benefits determined would be recovered as outlined in Right to Recover Overpayments.

### **Article 3C - Investigation of Member's Claim**

The Principal may conduct an investigation of the Member's claim at any time, which may include a personal interview with a company representative and/or an examination. Benefits may not be payable until The Principal has had a reasonable time to conduct an investigation of the Member's claim and determines benefits are payable.

Any costs involved in submission of proof of loss or earnings documentation are the Member's responsibility to pay, except for costs incurred by The Principal for copies of medical records,

test results and/or Physician's progress notes and independent medical examination(s) as shown under Documentation of Loss above, or personal interview or financial examination.

Once the Member's claim is approved, no benefits will be continued beyond the end of the period for which the Member has provided The Principal with satisfactory proof of loss. The Principal will require the Member to provide additional documentation of the Member's claim, at the Member's expense, at reasonable intervals while the Member is claiming Disability.

If the Member provides false, incomplete, or misleading information including omissions on any statement the Member makes to obtain coverage, an increase in coverage, or when filing a claim, The Principal will deny the claim. If the Member knowingly and with intent to injure, defraud, or deceive provided or omitted information, the Member will be subject to prosecution and punishment to the fullest extent under state and/or federal law. The falsity of any statement in the Member application shall not bar the right to recovery under the Group Policy unless such false statement was made with actual intent to deceive or unless it materially affected either the acceptance of the risk or the hazard assumed by The Principal.

#### **Article 4 - Proof of Disability while outside the United States**

If during a period of Disability, the Member is residing or staying outside the United States, the following will apply:

- a. The Member must provide proof that the Physician is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.
- b. The Member may be required to return to the United States at a frequency The Principal deems necessary to substantiate the Member's claim for Disability. All expenses incurred by the Member for returning to the United States will be the Member's responsibility.
- c. The Member must notify The Principal in advance of any return to the United States and any change of address.

Failure to comply with the request of The Principal could result in declination of the claim. For purposes of satisfying the claims processing timing requirements, receipt of claim will be considered met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

In administering the benefits provided under the Group Policy, all Predisability Earnings and Current Earnings will be expressed in U.S. dollars and all premium and benefit amounts must be paid in U.S. dollars.

#### **Article 5 - Payment, Denial and Review**

State law requires payment of benefits within 30 calendar days after The Principal receives all information needed to make a claim determination. The 30-calendar-day period does not include any time during which The Principal is awaiting receipt of complete and proper proof of Disability. If The Principal has not received all information needed to make a claim determination within 30 calendar days after receipt of the claim, The Principal will notify the claimant in Writing and include a Written list of all information reasonably needed to make the claim determination. The claimant is then allowed 45 days to provide all additional information requested. The Principal is permitted two 30-day extensions for processing an incomplete claim. Written notification will be sent to the claimant regarding the extension.

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

The claimant may request an appeal of a claim denial by Written request to The Principal within 180 days of the receipt of notice of the denial. The Principal will make a full and fair review of the claim. The Principal may require additional information to make the review. The Principal will notify the claimant 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 The Principal did not receive the requested additional information, The Principal will send a Written explanation prior to the expiration of the 45 days. The claimant is then allowed 45 days to provide all additional information requested. The Principal is permitted a 45-day extension for the review. Written notification will be sent to the claimant regarding the extension.

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

#### **Article 6 - Proof of Payments from Other Income Sources**

When asked, the Member must give The Principal:

- a. proof of all payments from Other Income Sources; and
- b. proof of application for all such income for which the Member and the Member's Dependents are eligible; and
- c. proof that any application for such income has been rejected; and
- d. authorizations for any entity from which the Member may be receiving income.

#### **Article 7 - 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 weekly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated weekly over the remaining Benefit Payment Period.

Lump Sum Payments under:

- a. a retirement plan will be deemed to be paid in the weekly 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 the remaining Benefit Payment Period (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 weekly starting from the date of the last Workers' Compensation payment issued to the Member, or if no previous payments were issued, starting from the onset of the Benefit Payment Period:
  - (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 the law (if no rate is stated and the Member did not receive a periodic award).
- c. a salary continuance or sick leave program for Members whose annual contract salary is issued on a 12 month basis will be deemed to be paid in a weekly amount which is equal to (1/52) of the Member's annual contract salary in effect prior to the date Disability begins.

Any lump sum payment for Other Income Sources due prior to the date of the award will be treated as an overpayment. See Right to Recover Overpayments section below.

### **Article 8 - Social Security Estimates**

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

If The Principal possesses a means of reasonably estimating such disability benefits, the Member has not applied for disability benefits under the Federal Social Security Act or pursued them with reasonable diligence, and until exact amounts are known, The Principal may estimate the Social Security benefits for which the Member and Dependents are eligible and may include those estimates in the Member's Other Income Sources.



### **Article 9 - Other Disability Coverage Estimates**

If it is reasonable that the Member 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, The Principal will require that the Member apply for such disability benefits.

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

### **Article 10 - Payments For Less Than a Full Week**

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

### **Article 11 - Right to Recover Overpayments**

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

- a. reduce or withhold any future benefits The Principal determines to be due, including the Minimum Weekly Benefit; or
- b. recover the overpayment directly from the Member; or
- c. take any other legal action.

### **Article 12 - Facility of Payment**

Benefits under the Group Policy will be payable each week of a Benefit Payment Period, provided complete and proper Proof of Disability has been received by The Principal. The Principal will have the right to issue Benefits Payable in a lump sum amount.

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

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

- a. If payment amounts remain due upon the Member's death, those amounts may be paid to the Member's Dependent Spouse or domestic partner, child, or parent.
- b. If The Principal believes a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, The Principal may, at its discretion, pay whoever has assumed the care and support of the person.

If the Member has no eligible survivors, payment will be made to the Member's estate, unless there is none. In this case, no benefit will be payable.

### **Article 13 - Examinations and Evaluations**

The Principal has the right to require the Member to undergo medical evaluations, including but not limited to, functional capacity evaluations, vocational evaluations, home visits, and/or psychiatric evaluations during the course of a claim or claim appeal. The examinations or evaluations will be performed by a Physician or evaluator The Principal chooses as appropriate for the condition and will be conducted at the time, place and frequency The Principal reasonably requires. The Principal will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them.

### **Article 14 - Legal Action**

Legal action to recover benefits under this Group Policy may not be started earlier than 60 days after required Proof of Disability has been filed. Further, no legal action may be started later than three years after that proof is required to be filed.

If the Member's claim is subject to ERISA (Employee Retirement Income Security Act of 1974), before bringing a civil legal action under the federal labor law known as ERISA, the Member must exhaust available administrative remedies. Under this Group Policy, the Member must first exhaust the appeal procedures listed above. After the required reviews:

- a. the Member or the Member's beneficiary may bring legal action under Section 502(a) of ERISA; and
- b. The Principal will waive any right to assert that the Member failed to exhaust administrative remedies.

## **Article 15 - Time Limits**

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

## **PART V - PARTICIPATING UNIT PROVISIONS**

### **Section A - Eligible Participating Unit**

Any entity that is an affiliate or subsidiary of the Policyholder may become a Participating Unit under this Group Policy, provided such affiliate or subsidiary is related to the Policyholder through common control or ownership.

### **Section B - Participating Unit**

A Participating Unit is any entity listed in this PART V, Section F, on the Date of Issue of this Group Policy or so listed later by amendment or endorsement to this Group Policy; or identified to this Group Policy by The Principal.

The Participating Unit must:

- a. apply for coverage under this Group Policy; and
- b. pay all premiums required for insurance on its eligible Members and maintain the contribution level as described in PART II, Section A;
- c. fulfill the employee participation requirements as described in PART II, Section A.

An entity will become a Participating Unit on:

- a. the Date of Issue of this Group Policy, if eligible on that date; or
- b. the date the entity is eligible to become a Participating Unit, if after the Date of Issue of this Group Policy.

### **Section C - Member Insurance**

Insurance eligibility dates, effective dates, and termination dates for a Participating Unit's Members will be determined as outlined in PART III of this Group Policy.

### **Section D - Administration**

Each Participating Unit will be bound by the terms of this Group Policy. A Participating Unit may not change or terminate this Group Policy.

### **Section E - Termination**

An entity will cease to be a Participating Unit on the earliest of:

- a. the date it is no longer an Eligible Participating Unit; or
- b. the date it suspends business, or is dissolved, or is merged; or
- c. the date it is removed from the Group Policy by amendment or endorsement.

All insurance for a Participating Unit's Members will terminate on the date the entity ceases to be a Participating Unit. The rights of all such Members will be determined as if the Group Policy had terminated on that date. The Participating Unit must advise all Members of the date of termination. The Participating Unit must refund or otherwise account for all Member contributions not used to pay premiums.

**Section F - List of Participating Units**

| <b>Unit Name</b> | <b>Effective Date</b> |
|------------------|-----------------------|
| DENVER SOLUTIONS | January 1, 2019       |

## **POLICY NOTICE**

California insurance law requires that each 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 the Policyholder's information only and does not become a part or condition of this Group Policy.

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