

<i>SERFF Tracking Number:</i>	<i>PRLF-125684922</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Principal Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40121</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>2008 LTD Filing</i>		
<i>Project Name/Number:</i>	<i>AR 2008 LTD/</i>		

Filing at a Glance

Company: Principal Life Insurance Company

Product Name: 2008 LTD Filing

TOI: H11G Group Health - Disability Income

Sub-TOI: H11G.003 Long Term

Filing Type: Form

SERFF Tr Num: PRLF-125684922 State: ArkansasLH

SERFF Status: Closed

State Tr Num: 40121

Co Tr Num:

State Status: Approved-Closed

Co Status:

Reviewer(s): Rosalind Minor

Authors: Bonnie Blue, Donna Burns, Mark Curtis, Jean Helm,

Disposition Date: 09/05/2008

Tracy Israel, Jan Majerus

Date Submitted: 08/29/2008

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AR 2008 LTD

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/05/2008

State Status Changed: 09/05/2008

Corresponding Filing Tracking Number:

Filing Description:

RE Group Long Term Disability Forms – see enclosed forms list

- Group Policy Forms GC 3000-1, et al
- Group Booklet-Certificate Forms GH 800-1, et al

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 06/06/2008

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer, Trust

Deemer Date:

The above referenced forms are enclosed for your review and are being submitted for approval on a general use basis.

SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

1. All required certification forms.
2. The applicable filing fee.

Thank you for your consideration of this submission. If you have any questions on any of the attached materials, please feel free to contact me by fax, e-mail or at the toll-free number shown above.

Company and Contact

Filing Contact Information

Jan Majerus, State/Federal Compliance Analyst Majerus.Jan@principal.com
 711 High Street (800) 986-3343 [Phone]
 Des Moines, IA 50392-0002 (515) 246-2491[FAX]

Filing Company Information

Principal Life Insurance Company	CoCode: 61271	State of Domicile: Iowa
711 High Street	Group Code: 332	Company Type: Life & Health
Des Moines, IA 50392	Group Name:	State ID Number:
(800) 986-3343 ext. [Phone]	FEIN Number: 42-0127290	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 for each policy.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Principal Life Insurance Company	\$50.00	08/29/2008	22201736

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TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/05/2008	09/05/2008

SERFF Tracking Number: PRLF-125684922 *State:* Arkansas
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TOI: H11G Group Health - Disability Income *Sub-TOI:* H11G.003 Long Term
Product Name: 2008 LTD Filing
Project Name/Number: AR 2008 LTD/

Disposition

Disposition Date: 09/05/2008

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	LTD Forms List	Approved-Closed	Yes
Supporting Document	LTD Addendum	Approved-Closed	Yes
Supporting Document	LTD Statement of Variability	Approved-Closed	Yes
Form	Title Page	Approved-Closed	Yes
Form	Table of Contents	Approved-Closed	Yes
Form	PART IA - LONG TERM DISABILITY SUMMARY OF BENEFITS	Approved-Closed	Yes
Form	PART I - DEFINITIONS	Approved-Closed	Yes
Form	PART II - POLICY ADMINISTRATION, Section A - Contract	Approved-Closed	Yes
Form	PART II - POLICY ADMINISTRATION, Section B - Premiums	Approved-Closed	Yes
Form	PART II - POLICY ADMINISTRATION, Section C - Policy Termination	Approved-Closed	Yes
Form	PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS, Section A - Eligibility	Approved-Closed	Yes
Form	PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS, Section B - Effective Dates	Approved-Closed	Yes
Form	PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS, Section C - Member Termination, Continuation, and Reinstatement	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section A - Benefit Qualification	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section B - Benefits Payable	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section C - Rehabilitation [Services and] Benefits	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section D - Spouse Rehabilitation Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section E - Survivor Benefit [and Accelerated Survivor Benefit]	Approved-Closed	Yes

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
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 Project Name/Number: AR 2008 LTD/

Form	PART IV - BENEFITS, Section F - Cost of Approved-Closed Living Adjustment		Yes
Form	PART IV - BENEFITS, Section G - Activities of Daily Living (ADL) Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section H - Education Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section I - Retirement Plan Supplement Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section J - Accidental Disability Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section K - Monthly Payment Limit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section L - Conversion Privilege	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section M - Benefit Payment Period and Recurring Disability	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section N - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a] [Mental Health Condition][Special Condition]	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section O - Limitations	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section P - Subrogation and Reimbursement	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section Q - Claims Procedures	Approved-Closed	Yes
Form	PART V - PARTICIPATING UNIT PROVISIONS	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section R - Infectious and Contagious Disease Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section S - Progressive Illness Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section T - Extended Earnings Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section U -	Approved-Closed	Yes

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

Business Protection Benefit

Form	PART IV - BENEFITS, Section V - Medical Premium Supplement Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section X - Dependent Spouse Activities of Daily Living (ADL) Benefit	Approved-Closed	Yes
Form	PART IV - BENEFITS, Section Y - Physician Education Benefit	Approved-Closed	Yes
Form	Introductory Page	Approved-Closed	Yes
Form	Table of Contents	Approved-Closed	Yes
Form	Long Term Disability Summary of Benefits	Approved-Closed	Yes
Form	How to be Insured - Eligibility and Individual Incontestability	Approved-Closed	Yes
Form	How to be Insured - Effective Dates	Approved-Closed	Yes
Form	How to be Insured - Termination, Continuation and Reinstatement	Approved-Closed	Yes
Form	Description of Benefits - Benefit Qualification	Approved-Closed	Yes
Form	Description of Benefits - Benefits Payable	Approved-Closed	Yes
Form	Description of Benefits - Rehabilitation [Services and] Benefits	Approved-Closed	Yes
Form	Description of Benefits - Spouse Rehabilitation Benefit	Approved-Closed	Yes
Form	Description of Benefits - Survivor Benefit [and Accelerated Survivor Benefit]	Approved-Closed	Yes
Form	Description of Benefits - Cost of Living Adjustment	Approved-Closed	Yes
Form	Description of Benefits - Activities of Daily Living (ADL) Benefit	Approved-Closed	Yes
Form	Description of Benefits - Education Benefit	Approved-Closed	Yes
Form	Description of Benefits - Retirement Plan Supplement Benefit	Approved-Closed	Yes
Form	Description of Benefits - Accidental Disability Benefit	Approved-Closed	Yes
Form	Description of Benefits - Monthly Payment	Approved-Closed	Yes

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

	Limit		
Form	Description of Benefits - Conversion Privilege	Approved-Closed	Yes
Form	Description of Benefits - Benefit Payment Period and Recurring Disability	Approved-Closed	Yes
Form	Description of Benefits - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]	Approved-Closed	Yes
Form	Description of Benefits - Limitations	Approved-Closed	Yes
Form	Description of Benefits - Subrogation and Reimbursement	Approved-Closed	Yes
Form	Description of Benefits - Claims Procedures	Approved-Closed	Yes
Form	Definitions	Approved-Closed	Yes
Form	Description of Benefits - Infectious and Contagious Disease Benefit	Approved-Closed	Yes
Form	Description of Benefits - Progressive Illness Benefit	Approved-Closed	Yes
Form	Description of Benefits - Extended Earnings Protection Benefit	Approved-Closed	Yes
Form	Description of Benefits - Business Protection Benefit	Approved-Closed	Yes
Form	Description of Benefits - Medical Premium Supplement Benefit	Approved-Closed	Yes
Form	Description of Benefits - Dependent Spouse Activities of Daily Living (ADL) Benefit	Approved-Closed	Yes
Form	Description of Benefits - Physician Education Benefit	Approved-Closed	Yes
Form	Policy Notice	Approved-Closed	Yes
Form	Booklet-Certificate Notice	Approved-Closed	Yes

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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

Form Schedule

Lead Form Number: GC 3000-1, et al

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	GC 3000-1	Policy/Cont Title Page ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: GC 3000 Previous Filing #:	0	GC 3000-1.pdf
Approved-Closed	GC 3001-2	Policy/Cont Table of Contents ract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: GC 3001-1 Previous Filing #:	0	GC 3001-2.pdf
Approved-Closed	GC 3002-1	Policy/Cont PART IA - LONG ract/Fraternal SUMMARY OF Certificate: BENEFITS Amendment, Insert Page, Endorsement or Rider	Revised	Replaced Form #: GC 3002 Previous Filing #:	0	GC 3002-1.pdf
Approved-Closed	GC 3004-2	Policy/Cont PART I - ract/Fraternal DEFINITIONS al Certificate: Amendment	Revised	Replaced Form #: GC 3004-1 Previous Filing #:	0	GC 3004-2.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

t, Insert
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 nt or Rider

Approved- GC 3006-3 Policy/Cont PART II - POLICY Revised Replaced Form #: 0 GC 3006-
 Closed ract/Fratern ADMINISTRATION, GC 3006-2 3.pdf
 al Section A - Contract Previous Filing #:
 Certificate:
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3008-2 Policy/Cont PART II - POLICY Revised Replaced Form #: 0 GC 3008-
 Closed ract/Fratern ADMINISTRATION, GC 3008-1 2.pdf
 al Section B - Previous Filing #:
 Certificate: Premiums
 Amendmen
 t, Insert
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 Endorseme
 nt or Rider

Approved- GC 3010-3 Policy/Cont PART II - POLICY Revised Replaced Form #: 0 GC 3010-
 Closed ract/Fratern ADMINISTRATION, GC 3010-2 3.pdf
 al Section C - Policy Previous Filing #:
 Certificate: Termination
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3012-2 Policy/Cont PART III - Revised Replaced Form #: 0 GC 3012-
 Closed ract/Fratern INDIVIDUAL GC 3012-1 2.pdf
 al REQUIREMENTS Previous Filing #:
 Certificate: AND RIGHTS,
 Amendmen Section A - Eligibility
 t, Insert
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SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/
 Endorsement or Rider

Approved- GC 3014-1 Policy/Cont PART III - Revised Replaced Form #: 0 GC 3014-
 Closed ract/Fraternal INDIVIDUAL al REQUIREMENTS Certificate: AND RIGHTS, Amendmen Section B - Effective t, Insert Dates Page, Endorsement or Rider GC 3014-1.pdf
 Previous Filing #:

Approved- GC 3016-1 Policy/Cont PART III - Revised Replaced Form #: 0 GC 3016-
 Closed ract/Fraternal INDIVIDUAL al REQUIREMENTS Certificate: AND RIGHTS, Amendmen Section C - Member t, Insert Termination, Page, Continuation, and Endorsement Reinstatement or Rider GC 3016-1.pdf
 Previous Filing #:

Approved- GC 3018-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3018-
 Closed ract/Fraternal BENEFITS, Section al A - Benefit Certificate: Qualification Amendmen t, Insert Page, Endorsement or Rider GC 3018-1.pdf
 Previous Filing #:

Approved- GC 3020-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3020-
 Closed ract/Fraternal BENEFITS, Section al B - Benefits Payable Certificate: Amendmen t, Insert Page, Endorsement or Rider GC 3020-1.pdf
 Previous Filing #:

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

Approved- Closed	GC 3022-1	Policy/Cont ract/Fratern al C - Rehabilitation Certificate: [Services and] Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GC 3022 Previous Filing #:	0	GC 3022- 1.pdf
Approved- Closed	GC 3024-1	Policy/Cont ract/Fratern al D - Spouse Certificate: Rehabilitation Benefit Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GC 3024 Previous Filing #:	0	GC 3024- 1.pdf
Approved- Closed	GC 3026-1	Policy/Cont ract/Fratern al E - Survivor Benefit Certificate: [and Accelerated Amendmen Survivor Benefit] t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GC 3026 Previous Filing #:	0	GC 3026- 1.pdf
Approved- Closed	GC 3028	Policy/Cont ract/Fratern al F - Cost of Living Certificate: Adjustment Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: No change to previously filed form	0	GC 3028.pdf
Approved- Closed	GC 3030-1	Policy/Cont ract/Fratern BENEFITS, Section	Revised	Replaced Form #: GC 3030	0	GC 3030- 1.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

al G - Activities of Daily
 Certificate: Living (ADL) Benefit
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3032 Policy/Cont PART IV - Other Other Explanation: 0 GC 3032.pdf
 Closed ract/Fratern BENEFACTS, Section
 al H - Education Benefit
 Certificate:
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3034-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3034-
 Closed ract/Fratern BENEFACTS, Section I GC 3034
 al - Retirement Plan
 Certificate: Supplement Benefit
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3036-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3036-
 Closed ract/Fratern BENEFACTS, Section J GC 3036
 al - Accidental Disability
 Certificate: Benefit
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3038-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3038-
 Closed ract/Fratern BENEFACTS, Section GC 3038
 al K - Monthly Payment
 Certificate: Limit

SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/
 Amendmen
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 Endorseme
 nt or Rider

Approved- GC 3040-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3040-
 Closed ract/Fratern BENEFACTS, Section GC 3040
 al L - Conversion Previous Filing #:
 Certificate: Privilege
 Amendmen
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3042-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3042-
 Closed ract/Fratern BENEFACTS, Section GC 3042
 al M - Benefit Payment Previous Filing #:
 Certificate: Period and Recurring
 Amendmen Disability
 t, Insert
 Page,
 Endorseme
 nt or Rider

Approved- GC 3044-1 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3044-
 Closed ract/Fratern BENEFACTS, Section GC 3044
 al N - Treatment of Previous Filing #:
 Certificate: [Alcohol, Drug or
 Amendmen Chemical Abuse,
 t, Insert Dependency, or
 Page, Addiction,][or a][a]
 Endorseme [Mental Health
 nt or Rider Condition][Special
 Condition]

Approved- GC 3046-2 Policy/Cont PART IV - Revised Replaced Form #: 0 GC 3046-
 Closed ract/Fratern BENEFACTS, Section GC 3046-1
 al O - Limitations Previous Filing #:
 Certificate:
 Amendmen

<i>SERFF Tracking Number:</i>	<i>PRLF-125684922</i>	<i>State:</i>	<i>Arkansas</i>	
<i>Filing Company:</i>	<i>Principal Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40121</i>	
<i>Company Tracking Number:</i>				
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>	
<i>Product Name:</i>	<i>2008 LTD Filing</i>			
<i>Project Name/Number:</i>	<i>AR 2008 LTD/ t, Insert Page, Endorseme nt or Rider</i>			
Approved- GC 3048 Closed	Policy/Cont PART IV - ract/Fratern BENEFITS, Section al P - Subrogation and Certificate: Reimbursement Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: 0 No change to previously filed form	GC 3048.pdf
Approved- GC 3050-1 Closed	Policy/Cont PART IV - ract/Fratern BENEFITS, Section al Q - Claims Certificate: Procedures Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 0 GC 3050 Previous Filing #:	GC 3050- 1.pdf
Approved- GC 3052 Closed	Policy/Cont PART V - ract/Fratern PARTICIPATING al UNIT PROVISIONS Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: 0 No change to previously filed form	GC 3052.pdf
Approved- GC 3054 Closed	Policy/Cont PART IV - ract/Fratern BENEFITS, Section al R - Infectious and Certificate: Contagious Disease Amendmen Benefit t, Insert Page,	Initial	0	GC 3054.pdf

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Endorseme
nt or Rider

Approved- GC 3056 Policy/Cont PART IV - Initial 0 GC 3056.pdf
 Closed ract/Fratern BENEFITS, Section
al S - Progressive
Certificate: Illness Benefit
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

Approved- GC 3058 Policy/Cont PART IV - Initial 0 GC 3058.pdf
 Closed ract/Fratern BENEFITS, Section
al T - Extended
Certificate: Earnings Benefit
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

Approved- GC 3060 Policy/Cont PART IV - Initial 0 GC 3060.pdf
 Closed ract/Fratern BENEFITS, Section
al U - Business
Certificate: Protection Benefit
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

Approved- GC 3062 Policy/Cont PART IV - Initial 0 GC 3062.pdf
 Closed ract/Fratern BENEFITS, Section
al V - Medical Premium
Certificate: Supplement Benefit
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
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 Project Name/Number: AR 2008 LTD/

Approved- Closed	GC 3066	Policy/Cont ract/Fratern al X - Dependent Certificate: Spouse Activities of Amendmen Daily Living (ADL) t, Insert Benefit Page, Endorseme nt or Rider	Initial		0	GC 3066.pdf
Approved- Closed	GC 3068	Policy/Cont ract/Fratern al Y - Physician Certificate: Education Benefit Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	GC 3068.pdf
Approved- Closed	GH 800-1	Certificate Introductory Page Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GH 800 Previous Filing #:	0	GH 800-1.pdf
Approved- Closed	GH 801-1	Certificate Table of Contents Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GH 801 Previous Filing #:	0	GH 801-1.pdf
Approved- Closed	GH 802-1	Certificate Long Term Disability Amendmen Summary of Benefits t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: GH 802 Previous Filing #:	0	GH 802-1.pdf
Approved- Closed	GH 804-2	Certificate How to be Insured - Amendmen Eligibility and	Revised	Replaced Form #: GH 804-1	0	GH 804-2.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
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 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

t, Insert Individual Previous Filing #:
 Page, Incontestability
 Endorsement or Rider

Approved- GH 805-1 Certificate How to be Insured - Revised Replaced Form #: 0 GH 805-1.pdf
 Closed Amendmen Effective Dates
 t, Insert
 Page, Previous Filing #:
 Endorsement or Rider

Approved- GH 806-1 Certificate How to be Insured - Revised Replaced Form #: 0 GH 806-1.pdf
 Closed Amendmen Termination,
 t, Insert Continuation and
 Page, Reinstatement
 Endorsement or Rider

Approved- GH 807-1 Certificate Description of Revised Replaced Form #: 0 GH 807-1.pdf
 Closed Amendmen Benefits - Benefit
 t, Insert Qualification
 Page, Previous Filing #:
 Endorsement or Rider

Approved- GH 808-1 Certificate Description of Revised Replaced Form #: 0 GH 808-1.pdf
 Closed Amendmen Benefits - Benefits
 t, Insert Payable
 Page, Previous Filing #:
 Endorsement or Rider

Approved- GH 809-1 Certificate Description of Revised Replaced Form #: 0 GH 809-1.pdf
 Closed Amendmen Benefits -
 t, Insert Rehabilitation
 Page, [Services and]
 Endorsement Benefits
 or Rider

Approved- GH 810-1 Certificate Description of Revised Replaced Form #: 0 GH 810-1.pdf
 Closed Amendmen Benefits - Spouse
 t, Insert Rehabilitation Benefit
 Page, Previous Filing #:

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Endorseme
nt or Rider

Approved- Closed	GH 811-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Survivor Benefit [and Accelerated Survivor Benefit]	Revised	Replaced Form #: GH 811 Previous Filing #:	0	GH 811-1.pdf
Approved- Closed	GH 812	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Cost of Living Adjustment	Other	Other Explanation: No change to previously filed form	0	GH 812.pdf
Approved- Closed	GH 813-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Activities of Daily Living (ADL) Benefit	Revised	Replaced Form #: GH 813 Previous Filing #:	0	GH 813-1.pdf
Approved- Closed	GH 814	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Education Benefit	Other	Other Explanation: No change to previously filed form	0	GH 814.pdf
Approved- Closed	GH 815-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Retirement Plan Supplement Benefit	Revised	Replaced Form #: GH 815 Previous Filing #:	0	GH 815-1.pdf
Approved- Closed	GH 816-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Accidental Disability Benefit	Revised	Replaced Form #: GH 816 Previous Filing #:	0	GH 816-1.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/

Approved- Closed	GH 817-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Monthly Payment Limit	Revised	Replaced Form #: GH 817 Previous Filing #:	0	GH 817-1.pdf
Approved- Closed	GH 818-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Conversion Privilege	Revised	Replaced Form #: GH 818 Previous Filing #:	0	GH 818-1.pdf
Approved- Closed	GH 819-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Benefit Payment Period and Recurring Disability	Revised	Replaced Form #: GH 819 Previous Filing #:	0	GH 819-1.pdf
Approved- Closed	GH 820-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]	Revised	Replaced Form #: GH 820 Previous Filing #:	0	GH 820-1.pdf
Approved- Closed	GH 821-2	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Limitations	Revised	Replaced Form #: GH 821-1 Previous Filing #:	0	GH 821-2.pdf
Approved- Closed	GH 822	Certificate Amendmen t, Insert Page, Endorseme	Description of Benefits - Subrogation and Reimbursement	Other	Other Explanation: No change from previously filed form	0	GH 822.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/
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Approved- Closed	GH 823-1	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Claims Procedures	Revised	Replaced Form #: GH 823 Previous Filing #:	0	GH 823-1.pdf
Approved- Closed	GH 824-2	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Definitions	Revised	Replaced Form #: GH 824-1 Previous Filing #:	0	GH 824-2.pdf
Approved- Closed	GH 825	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Infectious and Contagious Disease Benefit	Initial		0	GH 825.pdf
Approved- Closed	GH 826	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Progressive Illness Benefit	Initial		0	GH 826.pdf
Approved- Closed	GH 827	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Extended Earnings Protection Benefit	Initial		0	GH 827.pdf
Approved- Closed	GH 828	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Description of Benefits - Business Protection Benefit	Initial		0	GH 828.pdf
Approved-	GH 829	Certificate	Description of	Initial		0	GH 829.pdf

SERFF Tracking Number: PRLF-125684922 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number: 40121
 Company Tracking Number:
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term

Product Name: 2008 LTD Filing
 Project Name/Number: AR 2008 LTD/
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Approved- GH 831 Certificate Description of Initial 0 GH 831.pdf
 Closed Amendmen Benefits - Dependent
 t, Insert Spouse Activities of
 Page, Daily Living (ADL)
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Approved- GH 832 Certificate Description of Initial 0 GH 832.pdf
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Approved- GH 198 AR Certificate Booklet-Certificate Other Other Explanation: GH 198
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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:

[1] [John Doe Company]
[Trustee of the Multiple Employer Trust for Life, Disability, Dental and Vision Benefits]

(called the Policyholder in this Group Policy)

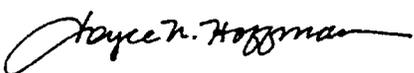
The Date of Issue is [April 1, 2002].

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

LONG TERM DISABILITY INSURANCE

[1A] ***[THIS POLICY PROVIDES COVERAGE ONLY FOR DISABILITY DUE TO INJURY]***

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

 Senior Vice President and Corporate Secretary	 President and Chief Executive Officer
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GROUP POLICY NO. GLT [99999]
NON-PARTICIPATING
CONTRACT STATE OF ISSUE: ARKANSAS

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[2]

PART IA – LONG TERM DISABILITY INSURANCE SUMMARY

Minimum Hours Requirement	Employees must be working [an average of] at least [<u>30</u>] hours a week]													
Member Contribution	Members <i>[are] [not] [may be]</i> required to contribute [a part of] the [entire] premium for their insurance under the Group Policy													
Elimination Period	[The later of][<u>6 months</u>][or the date accumulated [sick leave][personal time off][plus [<u>15</u>][working] days] expire(s)]													
[Own Occupation Period]	[2 years][to Social Security Normal Retirement <i>Age</i>]													
Primary Monthly Benefit	[[<u>60%</u>] of the Member's Predisability Earnings [in excess of [\$8333] per month]] <i>[An amount in increments of [\$100] between a minimum of [\$500] and a maximum of [\$6,000] as applied for by the Member and approved by The Principal.]</i>													
Maximum Monthly Benefit	[\$6000] <i>[The lesser of [\$6,000] or [60%] of Predisability Earnings]</i>													
[Minimum Monthly Benefit]	[\$100]													
Maximum Benefit Payment Period	<table border="0"> <tr> <td>[Member's Age on The Date Disability Begins</td> <td>Months of the Benefit Payment Period</td> </tr> <tr> <td>Before age 65</td> <td>greater of 36 Months or to Social Security Normal Retirement Age</td> </tr> <tr> <td>65-67</td> <td>24 months</td> </tr> <tr> <td>68-69</td> <td>18 months</td> </tr> <tr> <td>70-71</td> <td>15 months</td> </tr> <tr> <td>72 and over</td> <td>12 months]</td> </tr> </table>	[Member's Age on The Date Disability Begins	Months of the Benefit Payment Period	Before age 65	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]	
[Member's Age on The Date Disability Begins	Months of the Benefit Payment Period													
Before age 65	greater of 36 Months or to Social Security Normal Retirement Age													
65-67	24 months													
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70-71	15 months													
72 and over	12 months]													
[Rehabilitation [Services and] Benefits]	<table border="0"> <tr> <td>[Rehabilitation Services]</td> <td>[Included]</td> </tr> <tr> <td>[Predisability Intervention Services]</td> <td>[Included]</td> </tr> <tr> <td>[Rehabilitation Incentive Benefit]</td> <td>[5%]</td> </tr> <tr> <td>[Return to Work Child Care Benefit]</td> <td>[\$500]</td> </tr> <tr> <td>[Reasonable Accommodation Benefit]</td> <td>[\$2000]</td> </tr> </table>		[Rehabilitation Services]	[Included]	[Predisability Intervention Services]	[Included]	[Rehabilitation Incentive Benefit]	[5%]	[Return to Work Child Care Benefit]	[\$500]	[Reasonable Accommodation Benefit]	[\$2000]		
[Rehabilitation Services]	[Included]													
[Predisability Intervention Services]	[Included]													
[Rehabilitation Incentive Benefit]	[5%]													
[Return to Work Child Care Benefit]	[\$500]													
[Reasonable Accommodation Benefit]	[\$2000]													
[Other Coverage Features]	<table border="0"> <tr> <td>[Work Incentive Benefit]</td> <td>[12 months]</td> </tr> <tr> <td>[Proportionate Benefit if Working]</td> <td>[Included]</td> </tr> <tr> <td>[Survivor Benefit]</td> <td>[3 times Primary Monthly Benefit]</td> </tr> <tr> <td>[Cost of Living Adjustment]</td> <td>[Included]</td> </tr> <tr> <td>[Education Benefit]</td> <td>[\$250]</td> </tr> <tr> <td>[Activities of Daily Living Benefit]</td> <td><i>[Included]</i></td> </tr> </table>		[Work Incentive Benefit]	[12 months]	[Proportionate Benefit if Working]	[Included]	[Survivor Benefit]	[3 times Primary Monthly Benefit]	[Cost of Living Adjustment]	[Included]	[Education Benefit]	[\$250]	[Activities of Daily Living Benefit]	<i>[Included]</i>
[Work Incentive Benefit]	[12 months]													
[Proportionate Benefit if Working]	[Included]													
[Survivor Benefit]	[3 times Primary Monthly Benefit]													
[Cost of Living Adjustment]	[Included]													
[Education Benefit]	[\$250]													
[Activities of Daily Living Benefit]	<i>[Included]</i>													

[Retirement Plan Supplement]	[4%]
[Accidental Disability Benefit]	[Included]
[Spouse Rehabilitation]	[\$500]
<i>[Infectious and Contagious Disease Benefit]</i>	<i>[Included]</i>
<i>[Progressive Illness Benefit]</i>	<i>[Included]</i>
<i>[Extended Earning Protection Benefit]</i>	<i>[Included]</i>
<i>[Business Protection Benefit]</i>	<i>[60%]</i>
<i>[Medical Premium Supplement Benefit]</i>	<i>[\$300]</i>
<i>[Dependent Spouse Activities of Daily Living Benefit]</i>	<i>[\$1,000]</i>
<i>[Physician's Education Benefit]</i>	<i>[\$30,000]</i>

NOTE:

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.

PART I - DEFINITIONS

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

[3] **Active Work; Actively at Work**

A Member will be considered Actively at Work if he or she is *engaged in the active performance of all of his or her regular duties with the intent of continuing the active performance of all said duties on an ongoing basis.* [While on contract following the academic school year, a Member will be considered Actively at Work.] Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, personal time off, *or an approved FMLA leave of absence for the care of a qualified family member* is considered Active Work provided the Member is able and available for active performance of all of his or her regular 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.

[4] **[Current Earnings**

A Member's Monthly Earnings for each month that he or she is Disabled. *This includes all sources of income from the [Policyholder][or a][Participating Unit] that comprised earnings prior to Disability such as Personal Time Off (PTO), sick pay, vacation pay, and holiday pay. Earnings from Secondary Employment are not considered Current Earnings except as identified in Secondary Earnings.* While Disabled, a Member's Monthly Earnings may result from working for the [Policyholder][or a] [Participating Unit] or any other employer .]

Date of Issue

The date this Group Policy is placed in force: [April 1, 2008].

[5] **[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.]

[6] ***[Dependent Spouse***

A Member's spouse, if that spouse is legally married to the Member[, or a Member's Domestic Partner, if the Member and the Domestic Partner complete and submit a Declaration of Domestic Partnership which is approved by The Principal].

[7] **Disability; Disabled**

[7A] [A Member will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy][Injury]*:

During the Elimination Period and the *[Own Occupation][Own Job] Period*, one of the following applies:

a. The Member cannot perform *[the majority][one or more]* of the Substantial and Material Duties of his or her *[Own Occupation][Own Job]*.

[7A1][7A2] b. The Member is performing the duties of his or her *[Own Occupation][Own Job]* on a Modified Basis or any occupation and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

[7A] After completing the Elimination Period and the *[Own Occupation][Own Job]* Period, one of the following applies:

[7A3] a. The Member cannot perform the *[the majority][one or more]* of the Substantial and Material Duties of *[his or her Own Occupation][his or her Own Job]* *[any [Gainful Occupation][occupation]]* for which he or she is or may reasonably become qualified based on education, training, or experience.

[7A1][7A2] b. The Member is performing the Substantial and Material Duties of his or her *[Own Occupation][Own Job]* or any occupation on a Modified Basis and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7B] A Member will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy][Injury]*:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

a. The Member cannot perform *[the majority][one or more]* of the Substantial and Material Duties of his or her *[Own Occupation][Own Job]*.

[7B1][7B2] b. The Member is performing the duties of his or her *[Own Occupation][Own Job]* on a Modified Basis or any occupation and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7C] [A Member will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy][Injury]*:

During the Elimination Period and the *[Own Occupation][Own Job]* Period, the Member cannot perform *[the majority][one or more]* of the Substantial and Material Duties of his or her *[Own Occupation][Own Job]*, and is not working for wage or profit.

[7C1] After completing the Elimination Period and the *[Own Occupation][Own Job]* Period, the Member cannot perform *[the majority][one or more]* of the Substantial and Material Duties of any *[Gainful Occupation][occupation]* or which he or she is or may reasonably become qualified based on education, training, or experience and is not working for wage or profit.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7D] [A Member will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy][*Injury*]:

During the Elimination Period and the Benefit Payment Period, the Member cannot perform /the majority][*one or more*] of the Substantial and Material Duties of his or her /Own Occupation][*Own Job*], and is not working for wage or profit.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7E] [A Member will be considered Disabled during the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], he or she cannot perform /the majority][*one or more*] of the Substantial and Material Duties of his or her /Own Occupation][*Own Job*], and is not working for wage or profit.

A Member will be considered Disabled during the /Own Occupation][*Own Job*] Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], one of the following applies:

a. The Member cannot perform /the majority][*one or more*] of the Substantial and Material Duties of his or her /Own Occupation][*Own Job*].

[7E1][7E2] b. The Member is performing the duties of his or her /Own Occupation][*Own Job*] on a Modified Basis or any occupation and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

A Member will be considered Disabled after completing the /Own Occupation][*Own Job*] Period, if one of the following applies:

[7E3] a. The Member cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which he or she is or may reasonably become qualified based on education, training, or experience.

[7E1][7E2] b. The Member is performing the Substantial and Material Duties of his or her /Own Occupation][*Own Job*] or any occupation on a Modified Basis and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7F] [A Member will be considered Disabled during the Elimination Period if, solely and directly because of /sickness, injury, or pregnancy][*Injury*], he or she cannot perform /the majority][*one or more*] of the Substantial and Material Duties of his or her /Own Occupation][*Own Job*] and is not working for wage or profit.

A Member will be considered Disabled during the Benefit Payment Period, if solely and directly

because of */sickness, injury, or pregnancy* *[[Injury]]*, one of the following applies:

- a. The Member cannot perform *[the majority]* *[[one or more]]* of the Substantial and Material Duties of his or her *[Own Occupation]* *[[Own Job]]*.
- [7F1][7F2] b. The Member is performing the duties of his or her *[Own Occupation]* *[[Own Job]]* on a Modified Basis or any occupation and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7G] [A Member will be considered Disabled if, solely and directly because of */sickness, injury, or pregnancy* *[[Injury]]*:

During the Elimination Period and the *[Own Occupation]* *[[Own Job]]* Period, the Member cannot perform *[the majority]* *[[one or more]]* of the Substantial and Material Duties of his or her *[Own Occupation]* *[[Own Job]]* and is not working for wage or profit.

After completing the Elimination Period and the *[Own Occupation]* *[[Own Job]]* Period:

- [7G1] a. The Member cannot perform *[the majority]* *[[one or more]]* of the Substantial and Material Duties of any [Gainful Occupation] *[[occupation]]* for which he or she is or may reasonably become qualified based on education, training, or experience and is not working for wage or profit, and
- b. The Member has been approved for and is receiving Social Security disability benefits.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[7H] [A Member will be considered Disabled if, solely and directly because of */sickness, injury, or pregnancy* *[[Injury]]*:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

- [7H1] a. The Member cannot perform *[the majority]* *[[one or more]]* of the Substantial and Material Duties of any [Gainful Occupation] *[[occupation]]* for which he or she is or may reasonably become qualified based on education, training, or experience.
- [7H2][7H3] b. The Member is performing the Substantial and Material Duties of his or her *[Own Occupation]* *[[Own Job]]* or any occupation on a Modified Basis and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[7I][7I1] [A Member will be considered Disabled during the Elimination Period and the Benefit Payment Period, if solely and directly because of [sickness, injury, or pregnancy][*Injury*], he or she cannot perform [the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation] [occupation] for which he or she is or may reasonably become qualified based on education, training, or experience and is not working for wage or profit.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[7J][7J1] [A Member will be considered Disabled during the Elimination Period if, solely and directly because of [sickness, injury, or pregnancy][*Injury*], he or she cannot perform [the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which he or she is or may reasonably become qualified based on education, training or experience, and is not working for wage or profit.

A Member will be considered Disabled following the Elimination Period, if solely and directly because of [sickness, injury, or pregnancy][*Injury*], one of the following applies:

[7J1] a. The Member cannot perform [the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] or which he or she is or may reasonably become qualified based on education, training, or experience.

[7J2][7J3] b. The Member is performing the Substantial and Material duties of his or her [Own Occupation][*Own Job*] or any occupation on a Modified Basis and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[7K] [A Member will be considered Disabled if, solely and directly because of [sickness, injury, or pregnancy][*Injury*]:

[7K1][7K2] During the Elimination Period and the first [two years] of a Benefit Payment Period, the Member cannot perform [the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] or which he or she is or may reasonably become qualified based on education, training, or experience, and is not working for wage or profit.

[7K1] Following the first [two years] of a Benefit Payment Period:

[7K2] a. The Member cannot perform [the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] or which he or she is or may reasonably become qualified based on education, training, or experience, and is not working for wage or profit; and

b. The Member has been approved for and is receiving Social Security disability benefits.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[8] **[Disability; Disabled (for Pilots)]**

[8A] [A Member will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy]/[Injury]:

During the Elimination Period and the Benefit Payment Period one of the following applies:

[8A1] a. The Member cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which he or she is or may reasonably become qualified based on education, training, or experience.

[8A2][8A3] b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[8B] [A Member will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy]/[Injury]:

[8B1] During the Elimination Period and the Benefit Payment Period, the Member cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation] [occupation] for which he or she is or may reasonably become qualified based on education, training, or experience, and is not working for wage or profit.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[8C][8C1] [A Member will be considered Disabled during the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy]/[Injury], he or she cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which he or she is or may reasonably become qualified based on education, training, or experience, and is not working for wage or profit.

A Member will be considered Disabled following the Elimination Period, if solely and directly because of ~~/sickness, injury, or pregnancy/~~*[Injury]*, one of the following applies:

- [8C1] a. The Member cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which he or she is or may reasonably become qualified based on education, training, or experience.
- [8C2][8C3] b. The Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more [80%] of his or her [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[16] *[Disability Due to Injury; Injury means a Disability that:*

a. occurs solely and directly because of an accidental injury; and

[16A] b. begins within [180] days of the accident.

An accidental injury means an injury that is caused by an accident.

Disability Due to Injury does not include any Disability that occurs directly or indirectly because of:

[16B] [a. disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]

[b. sickness or pregnancy; or]

[c. a Mental Health Condition, alcohol, drug or chemical abuse, dependency, or addiction; or]

[d. participation in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member][in a] [Policyholder-owned] [or a] [Participating Unit-owned] or leased aircraft on company business]; or]

[e. the use of alcohol if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]

[f. the operation by the Member of a motor vehicle or motor boat if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]

[g. the use of any drug, narcotic, or hallucinogen not prescribed for the Member by a licensed Physician].]

[9] [Domestic Partner]

[9A] *A Member's [opposite sex or] same sex life partner, provided:*

- a. the partner is not in the armed forces of any country; and*
- b. the partner is not covered under this Group Policy as a Member; and*
- c. the partner is at least 18 years of age; and*
- d. neither the partner nor the Member is married to other persons; and*
- e. neither the partner nor the Member has had another Domestic Partner in the 6-month period preceding the date of the Signed Declaration of Domestic Partnership; and*
- f. the partner is not a blood relative of the Member; and*

[9B] *g. the partner and the Member have shared the same residence for at least [six] consecutive months and continue to do so; and*

- h. the partner and the Member are each other's sole life partner and intend to remain so indefinitely; and*
- i. the partner and the Member are jointly responsible for each other's financial welfare; and*
- j. the partner and the Member are not in their relationship solely for the purpose of obtaining insurance coverage.]*

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. A Member who is in the process of satisfying the Elimination Period 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 the Member 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. *A Member cannot satisfy any part of the Elimination Period with any period of Disability that results from a cause for which The Principal does not pay benefits.*

[10] [Employee]

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

[11] [Flexible Premium Deferred Annuity (FPDA)]

An annuity provided by The Principal to provide for retirement savings in accordance with the Retirement Plan Supplement Benefit, as described in PART IV, Section I. The annuity will be owned by the Member with full ownership rights.]

[12] **[Gainful Occupation**

[12A] Employment in which the Member[, working to full medical and vocational capacity,] could
[12B] reasonably be expected to earn an amount equal to or greater than [the Primary Monthly
Benefit][[60%] of Predisability Earnings].]

Generally Accepted

Treatment, service or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and
- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

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.

[13] **[Income Loss Percentage**

A Member's Income Loss Percentage is equal to:

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

[14] **[Indexed Predisability Earnings**

[14A] A Member's Predisability Earnings adjusted [for increases in the Consumer Price Index] *[by [5%].]*

[15] ***[Infectious and Contagious Disease***

An Infectious and Contagious Disease is a disease that must be:

- a. *categorized by the Centers for Disease Control as Infectious and Contagious; and*

- b. *life threatening to the Member or to the persons with whom the Member may come in contact.*]

Insurance Month

[Calendar month.] [The first insurance month begins on [November 15, 2002], and ends on [December 31, 2002].] [The period of time from the [15th] day of any month to the [14th] day of the next month.]

[17] **Maximum Monthly Benefit**

[\$6,000] *[The lesser of [\$6,000] or [60%] of Predisability Earnings.]*

[18] **Member**

[Any [salaried] person [, residing in the United States, who is a U.S. *[or Canadian]* citizen or is legally working in the United States,] who is a *[full-time] [contracted] [employee][Employee] [or][independent contractor] [working on behalf]* of the [Policyholder][or a][Participating Unit] and who [is on contract and] regularly works [an average of] 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 *[contracted] [employee][Employee] [or][independent contractor]* 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.]

[19] **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:

[19A] [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].]

[20] **[Modified Basis**

[20A] A Member will be considered working on a Modified Basis if he or she is working [to his or her
[20B] full medical and vocational capacity] on [either] a part-time basis [or performing some but not all of the Substantial and Material Duties of the *[occupation]/[job]* on a full-time basis].]

[21] **Monthly Earnings**

[21A] [For Members with no ownership interest in the business entity of the [Policyholder][or a [Participating Unit]:]

[21B] [On any date, a Member's basic monthly (or monthly equivalent) wage then in force, as established by the [Policyholder] [or a] [Participating Unit]. Basic wage does not include [commissions,] [bonuses,] *[stock options,]* [tips,] [differential pay,][housing and/or car allowance,][or overtime pay]. Basic wage does include [commissions,][bonuses,] *[stock options,][tips,][differential pay,][housing and/or car allowance,][or overtime pay]* [and][any deferred earnings under a [qualified] [or] [nonqualified][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].*

[[Commissions] [and][bonuses] will be averaged for:

- a. the [two][three][calendar] year period prior to the date Disability begins, if the Member has been employed for at least [one][two][three] [calendar] year(s); or
- b. the completed months of employment prior to the date Disability begins, if the Member has been employed for less than [one] [two][three][calendar] year(s).]]

[21C] [On any date, a Member's monthly (or monthly equivalent) wage, as established by the [Policyholder][or a] [Participating Unit], that:

- a. with respect to a Member who has been employed for at least [one][two][three] calendar year(s), was paid to such Member during the last [two][three] calendar year(s) and reported on the *[Form 1099]* [W-2 Wage & Tax Statement [including][excluding] [qualified] [nonqualified] 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] [excluding housing and/or car allowance]]; or
- b. with respect to a Member who has been employed for less than [one][two][three] calendar year(s), was paid to such Member during the completed months of *[employment]* *[service]* divided by the number of such completed months of *[employment]* *[service]*.]

[21D] [For Members with *a direct* ownership interest in the business entity of the [Policyholder] [and]

[Participating Unit], 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. The Member's share (based on ownership or contractual agreement) of the gross revenue or income earned by the [Policyholder][and][Participating Unit], including income earned by the Member and others under the Member's supervision or direction; less
- b. The Member's 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; 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].

With respect to a Member with an ownership interest of less than [two] calendar year(s), The Principal 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.]

[22] **[Monthly Earnings (Contract Salary)]**

For Members whose annual contract salary is issued on a 12-month basis:

On any date, one twelfth (1/12) of the Member's annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation].]

[23] **[Monthly Earnings (Contract Salary - For premium payment purposes)]**

On any date, one twelfth (1/12) of the Member's annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation].]

[24] **[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]**

For Members whose annual contract salary is issued on a 12-month basis:

On any date, one twelfth (1/12) of the Member's annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation].]

[25] **[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]**

For Members whose annual contract salary is issued on other than a 12-month basis:

On any date, [one tenth (1/10)] of the Member's annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation]. For Disabled Members who have received benefits for a full or partial school year, Monthly Earnings will be based on one twelfth (1/12) of the Member's annual contract salary in effect prior to the date Disability begins, for the duration of the Disability beginning with the next following school year.]

[26] **[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]**

For Members whose annual contract salary is issued on other than a 12-month basis:

During the academic school year in which Disability begins, Monthly Earnings are equal to [one tenth (1/10)] of the Member's annual contract salary in effect prior to the date Disability begins. At the beginning of the academic school year that follows the date of Disability, Monthly Earnings are equal to one twelfth (1/12) of the Member's annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or] [extra compensation].]

[27] **[Other Income Sources]**

- [a. All disability payments for the month that the Member [and the Member's Dependents receive][receives] (or would have received if complete and timely application had been made) under the Federal Social Security Act, 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][receives] (or would have received if complete and timely application had been made) under the Federal Social Security Act, 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] [receives] under the Federal Social Security Act, 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 from a permanent or temporary award or settlement under a Workers' Compensation Act, or similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss of use of specific body members will not be considered an Other Income Source; and]
- [e. all payments for the month that the Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the [Policyholder] [or a] [Participating Unit] pays a part of the cost or makes payroll deductions for that coverage; and]

- [f. all payments for the month that the Member receives or is eligible to receive under another group disability insurance policy; and]
- [g. all payments for the month that the Member receives under any state disability plan; and]
- [h. all payments attributable to individual disability insurance policies; and]
- [i. all payments attributable to employee paid individual disability insurance policies; and]
- [j. all [sick pay,][or][salary continuance payments,][personal time off,][severance pay,][vacation pay,] for the month that the Member receives from the [Policyholder] [or a] [Participating Unit][.][For any month, any portion of the Member's contract salary is considered salary continuance if it is received by the Member for the month regardless of when it is paid to the Member.]; and]
- [k. 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]
- [l. all payments for the month that the Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted; and]
- [m. all renewal commissions for the month that the Member receives from the [Policyholder] [or a] [Participating Unit; *and*]
- [n. all payments for the month that the Member receives under state unemployment laws.]*

[NOTE: [If any [sick pay,][salary continuance payments,][personal time off,][severance pay,][vacation 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 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 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.]

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

[Any commissions earned prior to the Member's date of Disability will not be considered Other Income Sources.]

[28] [Own Job

The job the Member is routinely performing for the [Policyholder][or a][Participating Unit] when his or her Disability begins.]

[28A] [Own Job Period

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

[29] [Own Occupation

[The occupation the Member is routinely performing when Disability begins.] [The occupation of the Member as it is performed in the national economy when Disability begins.] Own Occupation does not mean the specific tasks or job the Member is performing for the [Policyholder] [or a][Participating Unit] or at a specific location.]

[29A] [Own Occupation (for attorneys)

The specialty in the practice of law the Member is routinely performing for the [Policyholder] [or a] [Participating Unit] when his or her Disability begins.]

[29B] [Own Occupation (for physicians)

The general specialty or sub-specialty the Member is routinely performing for the [Policyholder][or a][Participating Unit] when his or her Disability begins. The Member will be considered practicing in the general specialty category if the sub-specialty in which the Member is practicing is not recognized by the American Board of Medical Specialties.]

[30] [Own Occupation Period

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

[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, provided that the services provided by such person are within the lawful scope of his or her license.

[31] 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

[[November 1, 2002], and the same day of each year.]

Policyholder

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

[32] ***Post Disability Earnings***

The Member's Monthly Earnings for each month immediately following the termination of the Member's disability claim. This includes all sources of income such as Personal Time Off (PTO), sick pay, vacation pay, and holiday pay. Post Disability Earnings are Monthly Earnings from working for the [Policyholder][or a] [Participating Unit] or any other employer.]

Predisability Earnings

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

[33] **Primary Monthly Benefit**

[60%] of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000].]

[34] **Primary Monthly Benefit**

[60%] of the Member's Predisability Earnings in excess of [\$8,333] per month. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000].]

[35] ***Primary Monthly Benefit***

[An amount in increments of [\$100] between a minimum of [\$500] and a maximum of [\$6,000] as applied for by the Member and approved by The Principal. [The Primary Monthly Benefit will not exceed the lesser of the Maximum Monthly Benefit or [60%] of Predisability Earnings.]]

[The Primary Monthly Benefit may be subject to the Proof of Good Health requirements as shown in PART III, Section B, Article [5]. Because of the Proof of Good Health requirements, the amount of insurance approved by The Principal may be different than the amount elected by the

Member. If the approved amount of insurance is different than the Member election, the approved amount will apply.]

[36] **[Prior Plan**

The Group Long Term Disability coverage of [*one of the following:*

- a.] the [Policyholder][or a][Participating Unit][; or
- b.* a business entity which has been obtained by the [Policyholder][or a][Participating Unit] through a merger or acquisition]; [*or*
- c.* *an individual disability worksite plan]*

for which this Group Policy is a replacement.]

[37] **[Progressive Illness**

A [noninfectious] disease or disorder of indefinite duration that causes the Member to gradually become Disabled as the disease or disorder becomes more severe or the symptoms of the disease become more frequent and impact the Member's ability to perform his or her [Own Occupation][Own Job].]

Proof of Good Health

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

[38] **[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; and
- d. undergoes evaluations and treatment at a frequency intended to return the Member to full time work; and
- e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

The Principal may require the Member to have his or her Physician provide a Written evaluation

and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to The Principal.

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.

[39] **[Rehabilitation Plan**

An individualized Written agreement between the Member and The Principal developed with the assistance of the Member, *and others as appropriate*. The Rehabilitation Plan may include medical, psychological, or vocational services and benefits, which are provided with the intent to restore the Member's ability to perform his or her *[Own Occupation][Own Job]* or any *[Gainful Occupation][occupation]* which the Member is or could reasonably become qualified by education, training, or experience.]

[40] **[Retirement Plan**

[John Doe Company Retirement Plan.]]

[41] ***[Secondary Employment***

Employment the Member is engaged in with an employer, other than the [Policyholder][or a][Participating Unit], prior to the date Disability begins. Earnings from Secondary Employment will be determined by using the average monthly earnings over the [six] calendar months just prior to the date of Disability. Any post disability increase above the average monthly earnings will be considered Current 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.

[42] **[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]

[43] **[Special Condition**

Special Condition means:

- [a. thoracic outlet syndrome; and]
- [b. headaches (including, but not limited to functional, migraine, organic, sinus, and tension); and]
- [c. chronic fatigue syndrome; and]
- [d. fibromyalgia; and]
- [e. temporomandibular joint (TMJ); and]
- [f. cumulative trauma disorder, overuse syndrome, or repetitive stress disorder including carpal tunnel syndrome and ulnar tunnel syndrome; and]
- [g. environmental allergies and Multiple Chemical Sensitivity (MCS); and]
- [h. Musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic, and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles, except:

Musculoskeletal conditions that are not considered Special Conditions are:

- [(1) arthritis; and]
- [(2) ruptured intervertebral discs; and]
- [(3) scoliosis; and]
- [(4) spinal fractures; and]
- [(5) osteopathies; and]
- [(6) spinal tumors, malignancy, or vascular malformations; and]
- [(7) radiculopathies, documented by electromyogram; and]
- [(8) spondylolisthesis, grade II or higher; and]
- [(9) myelopathies and myelitis; and]
- [(10) demyelinating disease; and]
- [(11) traumatic spinal cord necrosis][*;and*]

[i. Complex Regional Pain Syndrome (CRPS)].]

[44] **Substantial and Material Duties**

The essential tasks generally required by employers from those engaged in a particular *[occupation]**[job]* that cannot be modified or omitted. [If a Member routinely works on average 40 hours or more per week, The Principal will consider the Member able to perform the Substantial and Material Duties of *[an occupation]**[a job]* if he or she is working, or has the capacity to work, 40 hours per week.]

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] [, the Participating Unit's 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 The Principal determines that such amendment is required for consistent application of policy provisions.
- c. By Written agreement between The Principal and the [Policyholder,] [Participating Unit, the Participating Unit's coverage under] 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] [Participating Unit'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 *organization* within the meaning of the Internal Revenue Code, *or be a governmental agency*; and

PART II - POLICY ADMINISTRATION

[45] [b. Make at least the level of premium contributions required for insurance on its eligible Members. The [Policyholder][and] [Participating Unit(s)] [must contribute [at least [50%]][a portion] of the required premium for all Members][must contribute 100% of the required premium for all Members]; and]

c. Maintain the following participation with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal:

[46] [(1) 100% if the Member is to contribute no part of the premium; or]

[47] [(2) [75%] if the Member is to contribute part or all of the premium; and]

[48] [(3) maintain [the greater of] [[25%] participation] [or] [[10] insured employees]; [and]]

[48] [(4) Have [three] or more insured employees].]

[49] [If the number of employees insured under this Group Policy has decreased by more than [15%] since the [49A - last Policy Anniversary] [49B - Date of Issue of this Group Policy] [49C - the end of the last rating period as described in PART II, Section, B], The Principal may nonrenew this Group Policy as described in PART II, Section C.]

Article 4 - Policy Incontestability

In the absence of fraud, after [the Participating Unit's coverage under] 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.

[50] The Principal may at any time terminate a Member's eligibility under this Group Policy in Writing and with [31] day notice:

a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;

PART II - POLICY ADMINISTRATION

- b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;
- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

Article 6 - Information to be Furnished

[The Policyholder] [The Participating Unit] 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] [Participating Unit] 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 - Experience Premium Refunds

The Principal will determine the Experience Premium Refund, if any, as of each Policy Anniversary in accordance with the formula to be applied to all such policies receiving an Experience Premium Refund. The [Policyholder] [Participating Unit] has no rights to any Experience Premium Refund unless and until determined by The Principal. If premiums due before the Policy Anniversary and for the next following Insurance Month have been paid, any such Experience Premium Refund will be:

- a. paid in cash to the [Policyholder] [Participating Unit]; or
- b. used to pay future premiums due, if the [Policyholder] [Participating Unit] directs in Writing.

[If at any time total Experience Premium Refund for all years to date exceed the [Policyholder] [Participating Unit] premium contributions and expense for those years, the excess must be used for the sole benefit of the insured Members.]

“Experience Premium Refund” means any portion of the remainder of premium plus any reserves being released by The Principal after all claims, charges, expenses, taxes, amounts to fund deficits, and any other amounts deducted by The Principal have been funded fully, which is determined by The Principal to be distributable for the benefit of the participants in this group insurance or of the

PART II - POLICY ADMINISTRATION

employee welfare benefit plan for which this Group Policy was purchased. Any Experience Premium Refund will be determined by The Principal according to a formula developed by The Principal for all policies of a class.

[This Group Policy and all group policies issued by The Principal to the [Policyholder or its subsidiaries] [Participating Unit] will be combined and treated as one policy for the purpose of determining any Experience Premium Refund.]]

Article 9 - 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 10 - Policy Interpretation

The Principal *has discretion* to construe or interpret the provisions of this *Group Policy*, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final as between The Principal and persons covered by this Group Policy, subject to the Claims Procedures in PART IV, Section Q of this Group Policy.

Article 11 – 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 12] – Value Added Service

[51]

The Principal reserves the right to offer or provide to a [Policyholder] [Participating Unit] [an employee assistance program] [and] [or][a wellness program] [or any other value added service] for the employees of the [Policyholder] [Participating Unit]. 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] [Participating Units] 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.]

PART II - POLICY ADMINISTRATION

[52] ***[Article [13] – Self Accounting [Policyholder] [Participating Unit] Responsibilities***

The following is a summary of the [Policyholder][Participating Unit] responsibilities for insurance coverage administered on a self accounting basis. The [Policyholder][Participating Unit]:

- [a. acknowledges and agrees that it is the plan administrator to the extent the policies are an employee welfare benefit plan subject to ERISA, and that it performs its obligations hereunder as the plan administrator and has fiduciary for, and agent of, the persons insured and not The Principal.]*
- [b. must obtain a completed group enrollment form from each eligible Member applying for initial coverage or for a coverage increase under this Group Policy.]*
- [c. must provide health statement forms to applicants as required and must submit those forms to The Principal on a timely basis.]*
- [d. must maintain the enrollment forms and other necessary records to enable The Principal to determine the current classification, benefits, and termination data for each insured Member.]*
- [e. must promptly deliver or provide online access of the appropriate booklet-certificates to insured Members, and to those Members whose classification or benefits change, the appropriate booklet-certificates and any revisions thereto. Such issuance and delivery constitutes the Policyholder's certification to The Principal that such person should be deemed to be an insured Member under the terms of the Group Policy.]*
- [f. must provide claim forms to insured Members.]*
- [g. must verify that the insured Member is covered under the terms of the Group Policy, considering eligibility for coverage, effective date, and termination.]*
- [h. must prepare the [Policyholder's][Participating Unit's] billing report, including any employee status changes, additions, and include updated salary information if benefits are based on salary. This report and premium remittance should be sent to The Principal by the first of each Insurance Month or as otherwise agreed.]*
- [i. must conduct correspondence with applicants, insured Members, and others as necessary in the administration of the Group Policy and the plan and forward to The Principal any notice, summons, complaint, or other document concerning a current or likely dispute.]*
- [j. must preserve the confidential and private nature of all information related to this Group Policy, referring to The Principal any request for the release of any such information.]*
- [k. must obtain prior approval from The Principal of any decision to delegate the*

PART II - POLICY ADMINISTRATION

[Policyholder's][Participating Unit's] responsibilities to a third-party administrator.]

- [l. must furnish The Principal with census or other needed information needed for policy renewal calculations.]*
- [m. must make all records and data related to this Group Policy available to The Principal for audit upon request.]*
- [n. must maintain readily accessible records of all transactions between the [Policyholder][Participating Unit] and The Principal, providers of medical services or other claimants for insurance benefits, or insured Members for the duration of six (6) years after termination of this Group Policy.]*
- [o. must only allow a period of open enrollment for coverage under this Group Policy with Written consent from The Principal.]]*

PART II - POLICY ADMINISTRATION

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Section B - Premiums

[53] [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.

[53A] 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.]

[54] [Article 1 - Payment Responsibility; Due Dates; Grace Period

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

[54A] For each Participating Unit: The first premium is due on the date the Unit becomes a Participating Unit. 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 Participating Unit's coverage will remain in force until the end of the Grace Period, unless the Participating Unit's coverage has been terminated by notice as described in this PART II, Section C. The Participating Unit will be liable for payment of the premium for the time coverage remains in force during the Grace Period.]

[55] Article 2 - [Initial] Premium Rates

[56] The [initial] premium rate will be [as determined for each Participating Unit] \$ [0.00] [of covered Monthly Earnings] [per \$100 of Benefit Payable] for each Member insured for Long Term Disability Insurance.

[57] [If the [Policyholder][Participating Unit] has at least [two] other eligible group insurance policies underwritten by The Principal, as determined by The Principal, the [Policyholder] [Participating Unit] may be eligible for a multiple policy discount.]

PART II - POLICY ADMINISTRATION

Article 3 - Premium Rate Changes

The Principal may change a premium rate [for each Participating Unit] on any of the following dates:

- [58] 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] [Participating Unit] 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] [Participating Unit] 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 features* 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
- [57] f. [on any premium due date, if the [Policyholder][Participating Unit] has been receiving a multiple policy discount rate and the [Policyholder][Participating Unit] drops below the minimum number of coverages to receive such discount rate; *or*]
- [59] [g. on any Policy Anniversary, if the total *[covered Monthly Earnings for then insured Members][or][number of insured lives]* has increased or decreased by more than [25%] since the last Policy Anniversary[.];or
- [60] h. on *[any premium due date][the next Policy Anniversary]*, if the age for then insured Members has changed since the last premium due date.]
- [61] [If the [Policyholder][Participating Unit] 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] [Participating Unit].]
- [61A] [If the [Policyholder][Participating Unit] elects not to participate in the electronic services program of The Principal, such election may result in certain administrative fees being charged to the [Policyholder][Participating Unit].]

[62] Article 4 - Premium Amount

The amount of premium to be paid on each due date will be the product of total [covered Monthly Earnings] [Benefit Payable] [for all] Members then insured multiplied by the premium rate [per \$100] then in effect [for each age bracket]. [The result will then be multiplied by [three] [six] [12].]

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

PART II - POLICY ADMINISTRATION

- 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.
- [63] c. Changes in Monthly Earnings are to be reported [within a month of the date that the change in Monthly Earnings took place][during the month of or prior to the Policy Anniversary] [during the month of [January] each year].
- [64] d. Changes in Member insurance class are to be reported [within a month of the date that the change in insurance class took place][during the month of or prior to the Policy Anniversary][during the month of [January] each year].

If a Member is added or a present Member's Primary Monthly 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

[65] Members *[are]* [not] *[may be]* required to contribute [a part of] the [entire] premium for their insurance under this Group Policy.

[66] *If the Member is to contribute no part of the premium, [100%] of eligible employees [who have not rejected coverage in Writing] must enroll.*

Disability benefits may be taxable to the Member as ordinary income based on the amount of premium attributable to [Policyholder][or a][Participating Unit] contribution, if any, in accordance with Internal Revenue Service regulations.

PART II - POLICY ADMINISTRATION

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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] [Participating Unit] to pay the premium within the Grace Period will be deemed notice by the [Policyholder] [Participating Unit] to The Principal to discontinue [the Participating Unit's coverage] this Group Policy at the end of the Grace Period.

Article 2 – Termination Rights of the [Policyholder][Participating Unit]

The [Policyholder] [Participating Unit] may terminate [coverage under] 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] [Participating Unit's] issuance of a stop-payment order for any amounts used to pay premiums for the [Policyholder's] [Participating Unit's] insurance will be considered Written notice from the [Policyholder] [Participating Unit].]

Article 3 – Termination Rights of The Principal

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

- a. ceases to 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*; 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[; or
- [67]
- e. *fails to maintain the participation percentages requirements with respect to eligible employees, excluding those for whom Proof of Good Health is not satisfactory to The Principal*][; or.
- [68]
- f. *on any Policy Anniversary, if the total[covered Monthly Earnings for then insured Members][number of insured lives] has increased or decreased by more than [25%] since the last Policy Anniversary*].

PART II - POLICY ADMINISTRATION

[69] [In addition, The Principal may terminate this Group Policy on any premium due date after the Group Policy has been in force for [12] months by giving the [Policyholder][Participating Unit] [31 days] advance notice in Writing.]

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

Article 4 - [Policyholder] [Participating Unit] Responsibility to Members

If this Group Policy terminates for any reason, the [Policyholder] [Participating Unit] 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 II - POLICY ADMINISTRATION

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

[71] Article 1 - Member Insurance

A person will be eligible for insurance on [the later of] [the date shown below for the Member's status (insurance class)]:

- a. [the Date of Issue of this Group Policy,][the date the entity becomes a Participating Unit,] if the person is a Member on that date; or
- b. [the first of the Insurance Month coinciding with or next following] the date the person [completes [30] calendar days] of employment with the [Policyholder][or a] [Participating Unit] as a Member] [becomes a Member as *defined*].

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART III – INDIVIDUAL REQUIREMENTS AND RIGHTS

Section B - Effective Dates

Article 1 - Actively at Work

A Member's effective date for Long 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.

[72] [This Actively at Work requirement may be waived as described in Replacement of a Prior Plan in PART IV, Section O, Article [4] of this Group Policy.]

[73] ***/Article 2 - Effective Date for Noncontributory Insurance***

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

[74] ***/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)./

[75] ***/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./

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

[75] ***/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.
- [76] [d. If, on the date a Member becomes eligible, fewer than ten Members are insured.]
- [76] [e. If, on the date a Member becomes eligible for any increase or additional Benefit Payable amount, fewer than ten Members are insured.]
- [77] [f. To make effective all Benefit Payable amounts that are, initially or through later increases, in excess of \$[____]. [Exception: No Proof of Good Health is required for the initial excess insurance for Members insured on [April 1, 2008].]
- [78] [g. To make effective any Benefit Payable amount.]
- [79] [h. If, after the date the Member is initially insured, he or she elects to increase benefits.]]

Article [6] - Effective Date for Benefit Changes Due to a Change in [Monthly Earnings]

- [75] */Unless Proof of Good Health is required (see Articles 4 and 5 above), a/[A] change in Benefit Payable amount because of a change in the Member's [Monthly Earnings] will normally be effective on [the first of the Insurance Month coinciding with or next following] [the [January 1] that next follows] [the Policy Anniversary that next follows] 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

- [75] */Unless Proof of Good Health is required (see Articles 4 and 5 above), a/[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 [January 1] that next follows][the Policy Anniversary that next follows] 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.*

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Article [7] - Effective Date for Benefit Changes - Change by Policy *Amendment*

[75] *[Unless Proof of Good Health is required (see Articles 4 and 5 above), a][A]* change in the amount of a Member's Benefit Payable because of a change in the Benefit Payable [elected by the Participating Unit] (as described in PART IV, Section B) by *amendment 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]/[Participating Unit's]* Policy Anniversary (or as otherwise determined by The Principal). 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.]

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

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

Termination of insurance 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.

[80] Article 3 – Member Continuation and Reinstatement – ~~/Sickness, Injury, or Pregnancy~~*[[Injury]]*

If a Member ceases Active Work due to ~~/sickness, injury, or pregnancy~~*[[Injury]]*, 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

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b. the end of the Insurance Month in which the Member recovers; or

[81] c. the date [six months] after Active Work ends.

[82] 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.

[82] For a Member who does not qualify to have a Benefit Payment Period begin, 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.

[75] /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./

[83] **Article 4 – Member Continuation and Reinstatement – Layoff, Leave of Absence, *[Labor Strike]*[or][Sabbatical]**

If a Member ceases Active Work due to layoff [,][or] leave of absence, *[or labor strike,]* 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][[three months] after [the end of the month in which] Active Work ends].

[If a Member ceases Active Work due to a sabbatical, 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. [one year] after [the end of the Insurance Month in which] Active Work ends.]

[82] 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).

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[75] /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./

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 FMLA.

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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 O.
- [84] d. An Elimination Period of [six months] 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 Q are satisfied.

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

- a. The date the Member completes an Elimination Period; or
- [85] [b. The date the Member's accumulated [sick leave][personal time off] [salary continuance][plus [15][working] days] expire(s); or]
- [85A] [c. The date six months before The Principal receives Written proof of the Member's Disability][; or]
- [86] d. The day after the date the Member's Short Term Disability Benefit Payment Period ends[.][; or]
- [87] e. [If the Member's contract salary is issued on other than a 12 month basis, the][The] first working day of the next academic school year if the Disability begins during the summer vacation][; or]
- [88] [f. *The date the Member experiences a loss of [20%] or greater of his or her [Indexed] Predisability Earning.*]
- [89] **NOTE:** [No benefits will be payable during the summer vacation immediately following the academic school year in which Disability begins.]

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

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[90]

[No benefits will be payable for any Disability during a Member's 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 the Member's release, provided:

- a. the Member continues to qualify for benefits as provided in this PART IV, Section A, Article 1; and*
- b. the Member's current Disability and the Disability for which the Elimination Period was completed are from the same or related cause; and*
- c. the Member has not exceeded the Benefit Payment Period as outlined in PART IV, Section M of this Group Policy.*

Reinstated benefits are not paid retroactively during the period of the Member's incarceration.]

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Section B - Benefits Payable

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

[91] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the
[91A] Member's Primary Monthly Benefit /less Other Income Sources/.]

[92] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the lesser of:

a. The Member's Primary Monthly Benefit; or

[91A] b. [70%] of the Member's Predisability Earnings, /less Other Income Sources/.]

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

[93] [The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

[93A] a. For the first [12 months], the lesser of:

[91A]

[93B] (1) 100% of [Indexed] Predisability Earnings /less Other Income Sources/, less Current Earnings from his or her /Own Occupation/[Own Job] or any occupation; or
(2) The Primary Monthly Benefit /less Other Income Sources/; and

b. Thereafter, the Member's Primary Monthly Benefit /less Other Income Sources/, multiplied by the Member's Income Loss *Percentage*.]

[94] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the
[91A] Member's Primary Monthly Benefit /less Other Income Sources/, multiplied by the Member's Income Loss *Percentage*.]

[95] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the Member's Primary Monthly Benefit /less Other Income Sources/, less [50%] of Current Earnings from his or her /Own Occupation/[Own Job] or any *occupation*.]

[96] [The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

[93A] a. For the first [12 months], the lesser of:

[91A]

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- [93B] (1) 100% of [Indexed] Predisability Earnings *[less Other Income Sources]*, less Current Earnings from his or her *[Own Occupation][Own Job]* or any occupation; or
(2) The Primary Monthly Benefit *[less Other Income Sources]*; and
- b. Thereafter, the Member's Primary Monthly Benefit less Other Income Sources, less [50%] of Current Earnings from his or her *[Own Occupation][Own Job]* or any *occupation.*
-

[97] [The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

[93A] a. For the first [12 months], the lesser of:

[93B][91A]

- (1) 100% of [Indexed] Predisability Earnings *[less Other Income Sources]*, less Current Earnings from his or her *[Own Occupation][Own Job]* or any occupation; or
(2) The Primary Monthly Benefit; or
(3) [70%] of the Member's Predisability Earnings *[less Other Income Sources]*; and

b. Thereafter, the lesser of:

- (1) The Member's Primary Monthly Benefit multiplied by the Member's Income Loss Percentage; or
(2) [70%] of Predisability Earnings *[less Other Income Sources]*, multiplied by the Member's Income Loss Percentage; or
(3) 100% of the Member's Predisability Earnings *[less Other Income Sources]*, less Current Earnings from his or her *[Own Occupation][Own Job]* or any *occupation.*
-

[98] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the lesser of:

a. The Member's Primary Monthly Benefit multiplied by the Member's Income Loss Percentage; or

[91A]

- b. [70%] of Predisability Earnings *[less Other Income Sources]*, multiplied by the Member's Income Loss Percentage; or
c. 100% of the Member's Predisability Earnings *[less Other Income Sources]*, less Current Earnings from his or her *[Own Occupation][Own Job]* or any *occupation.*
-

[99] [The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the lesser of:

a. The Member's Primary Monthly Benefit less [50%] of Current Earnings from his or her *[Own Occupation][Own Job]* or any occupation; or

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- b. [70%] of Predisability Earnings [less Other Income Sources], less [50%] of Current Earnings from his or her [Own Occupation][Own Job or any occupation.]
-

[100] [The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:

[93A] a. For the first [12 months], the lesser of:
[93B][91A]

- (1) 100% of [Indexed] Predisability Earnings [less Other Income Sources], less Current Earnings from his or her [Own Occupation][Own Job] or any occupation; or
- (2) The Primary Monthly Benefit; or
- (3) [70%] of the Member's Predisability Earnings [less Other Income Sources]; and

b. Thereafter, the lesser of:

- (1) The Member's Primary Monthly Benefit less [50%] of Current Earnings from his or her [Own Occupation][Own Job] or any occupation; or
 - (2) [70%] of Predisability Earnings [less Other Income Sources], less [50%] of Current Earnings from his or her [Own Occupation][Own Job] or any occupation.]
-

[101] *[The Benefit Payable to a Member for each full month of a Benefit Payment Period will be the lesser of:*

[93B][91A]

- a. *100% of [Indexed] Predisability Earnings [less Other Income Sources,] less Current Earnings from his or her [Own Occupation][Own Job] or any occupation; or*
 - b. *The Primary Monthly Benefit [less Other Income Sources].]*
-

[102] *[The work incentive Benefit Payable to a Member for each full month of a Benefit Payment Period will be:*

[93B][91A]

a. *For the first [12 months], the lesser of the Member's:*

- (1) *[Indexed] Predisability Earnings multiplied by the benefit percentage identified in the Primary Monthly Benefit [less Other Income Sources]; or*
- (2) *the Maximum Monthly Benefit [less Other Income Sources].*

b. *Thereafter, the greater of the Member's:*

- (1) *Primary Monthly Benefit less [50%] of Current Earnings from his or her [Own Occupation][Own Job] or any occupation[, less Other Income Sources]; or*
- (2) *the Primary Monthly Benefit multiplied by the Member's Income Loss Percentage.*

In no event will the sum of amounts payable exceed the Monthly Payment Limit under this Part IV, Section K, Article 1.]

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[103] *[If the Member is earning less than 20% of his or her [Indexed] Predisability Earnings, the Primary Monthly Benefit will be paid as if he or she is not working.]*

[104] [The Member must work to his or her full medical and vocational capacity. If the Member chooses not to work to full capacity, benefits will be paid as if he or she was working to full capacity.]

[105]

[105A] [On each [March 1], following the date the Member becomes Disabled, the Member's

[105B] Predisability Earnings will be increased by *[5%]* [the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of [10%]].

If the Member has 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.]

[106] **[Article 3 - Minimum Monthly Benefit**

[107] In no event will the Monthly Benefit Payable [(after application of any annual Cost of Living Adjustment as described in this PART IV, Section F)] be less than [the greater of [10%] of the Member's Primary Monthly Benefit or] [\$100] for each full month of a Benefit Payment Period, except that The Principal 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.]

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[Section C - Rehabilitation [Services and] Benefits

[108] [Article 1 –Rehabilitation [Services and] Benefits

[108A] While the Member is Disabled and covered under this Group Policy, he or she may qualify to
[108B] participate in a [rehabilitation plan][Rehabilitation Plan] and receive Rehabilitation [Services and] Benefits. The Principal will work with the *Member and* others as appropriate, to develop an individualized [rehabilitation plan][Rehabilitation Plan] intended to assist the Member in returning to work.]

[109] [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, the [Policyholder][Participating Unit] and The Principal agree in Writing on a [rehabilitation plan][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][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 Plan]. Rehabilitation assistance may include, but is not limited to:

- [110] [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][.]

The Principal will periodically review the [rehabilitation plan][Rehabilitation Plan] and the Member's progress and The Principal will continue to pay for the agreed upon expenses as long as The Principal determines that the [rehabilitation plan][Rehabilitation Plan] is providing the necessary action to return the Member to work.

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[111] [The Principal may require a Member to participate in an individualized Rehabilitation Plan at the expense of The Principal. If the Member refuses to participate in or does not comply with the Rehabilitation Plan, without good cause, all benefits will cease to be payable. As used in this section, “good cause” means a medical reason preventing implementation of the Rehabilitation Plan.]

[112] **[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]/*his or her Own Job*][any Gainful Occupation][any occupation].]

[113] **[Article 4 - Rehabilitation Incentive Benefit**

During a Benefit Payment Period, if the Member is participating in and fulfilling the requirements of the [rehabilitation plan][Rehabilitation Plan], but is not yet working, he or she 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][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][Rehabilitation Plan] has elapsed; or
- b. the date the Member fails to meet the goals and objectives established in the [rehabilitation plan][Rehabilitation Plan]; or
- c. the date the Member has received a total of [12 months] of Rehabilitation Incentive Benefits; or
- d. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1.]

[114] **[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.

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b. Benefit

[114A]

[114B]

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 [\$2000] *[an amount equal to [one] month's Primary Monthly Benefit]* per Benefit Payment Period. Expenses may include the cost of tools, equipment, furniture, or any other changes to the work-site 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).]

[115] **[Article 6 – Return to Work Child Care Benefit**

a. Eligibility

[115A]

[If a Member is working during a Benefit Payment Period, he or she will be eligible for the Return to Work Child Care Benefit after he or she has received benefits under Section B, Article 2 for [12 months] .]

[115B]

[If a Member is working during a Benefit Payment Period, he or she will be eligible for the Return to Work Child Care Benefit if he or she is receiving benefits under Section B, Article 2.]

b. Benefit

[115C]

A Member will be reimbursed for [100%] of actual charges which the Member incurs for the child care of an eligible child, up to a maximum benefit of [\$500] per month *[for the first [12] months and [\$100] thereafter]*.

An eligible child means the Member's natural, legally adopted, or stepchild, provided the child:

[115D]

- (1) is less than *[13]* years of age; and
- (2) lives with the Member.

An eligible child will also include a child who is developmentally disabled or physically handicapped and is incapable of staying alone regardless of age.

Developmentally disabled means substantial handicap as determined by The Principal which results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder and is diagnosed by a Physician as a permanent or long term continuing condition.

Physically handicapped means substantial physical or mental impairment as determined by The Principal which results from injury, accident, congenital defect, or sickness and is diagnosed by a Physician as a permanent or long term dysfunction or malformation of the body.

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c. Termination

This benefit will be paid during the Member's Benefit Payment Period and will terminate on the earliest of:

- (1) the date the Member is no longer Disabled; or
- (2) the date the Member is no longer working in any capacity; or
- (3) the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1; */or*
- (4) the date the Member has received a total of [12 months] of Return to Work Child Care Benefits; *or/*
- (5) the date the child is no longer an eligible child.]

[115E]

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[116] [Section D - Spouse Rehabilitation Benefit

[116A] [This benefit may be requested by the Member or the Member's *[spouse][Dependent Spouse]*, and may include, at the sole discretion of The Principal, payment of the *[spouse's][Dependent Spouse's]* education expenses, reasonable job placement expenses, family care expenses, and the family's moving expenses, if any.

Article 1 - Eligibility

A Member will be eligible for the Spouse Rehabilitation Benefit provided all of the following apply:

- a. He or she has satisfied the Benefit Qualifications listed in this PART IV, Section A.
- [116B] b. He or she has received benefits for *[six][consecutive][months]*.
- c. He or she is receiving disability benefits under the Federal Social Security Act or any similar act.
- [116C] d. His or her *[spouse's][Dependent Spouse's]* earnings in the *[two]* calendar years prior to the Member's Disability average less than *[60%]* of the Member's Monthly Earnings.

Article 2 - Benefit

[116D] The Principal will agree to pay actual expenses up to, but not exceeding, *[\$500]* for a Spouse Rehabilitation Benefit. This will be a one-time benefit during the Benefit Payment Period and will be paid based on proof of actual expenses paid by the Member or *[spouse][Dependent Spouse]* for the rehabilitation of the *[spouse][Dependent Spouse]*.

Article 3 - Termination

This benefit will be payable during the Member's Benefit Payment Period and will terminate on the earliest of:

- a. the date the Member is no longer Disabled; or
- b. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; or
- c. the date the Member's *[spouse][Dependent Spouse]* is no longer classified as a *[spouse][Dependent Spouse]*; or
- [116D] d. the date The Principal has paid *[\$500]* for the Spouse Rehabilitation Benefit.]

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[117] [Section E -Survivor Benefit [and Accelerated Survivor Benefit]

Article 1 - Survivor Benefit

[117A] In the event a Benefit Payment Period ends because of the Member's death, a Survivor Benefit
[117B] will be payable. This Survivor Benefit will be [three] times the Member's [Primary Monthly Benefit][*Benefit Payable as described in this PART IV – Section B*][*that would have been payable had the Member not died*].

[117C] The Principal will pay the Survivor Benefit to a Member's [*spouse*][*or domestic partner*][*Dependent Spouse*], child, parent, or estate as described in this PART IV, Section Q, Claim Procedures.]

[Article 2 - Accelerated Survivor Benefit

a. Definition of Terminally Ill

[117D] A Member will be considered Terminally Ill under this Article of this Group Policy if he or she is expected to die within [12 months] of the date he or she requests payment of the Accelerated Survivor Benefit.

b. Eligibility

The Principal will pay the Member an Accelerated Survivor Benefit if he or she requests such payment and meets the following requirements. The Member must:

- (1) satisfy the Benefit Qualifications listed in this PART IV, Section A; and
- (2) provide proof that he or she is Terminally Ill by submitting to The Principal:
 - a statement from the Member's Physician; and
 - any other medical information that The Principal believes necessary to confirm the Member's status; and
- (3) be living on the date of payment of the Accelerated Survivor Benefit.

c. Benefit

[117B] If the Member qualifies, The Principal will pay an Accelerated Survivor Benefit. This benefit will be equal to [three] times the Member's [Primary Monthly Benefit][*Benefit Payable as described in this PART IV – Section B*] and will be paid to the Member in a single lump sum. This benefit is paid in addition to the Member's regular Benefit Payable *as described in this PART IV – Section B*.

d. Effect on Survivor Benefit

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

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[118] [Section F - Cost of Living Adjustment]

Article 1 - Cost of Living Adjustment

[118A] The Cost of Living Adjustment applies to all Members who are Disabled and will be applied [on the anniversary of the date a Benefit Payment Period is established]. The Cost of Living Adjustment will be compounded annually and will be administered as follows:

If a Member is not working during a period of Disability, the Cost of Living Adjustment will be applied to the monthly Benefit Payable.

[118B] [If a Member is working during a period of Disability, the Cost of Living Adjustment will be applied [as follows:

[118C] a. during the first [12 months] to the monthly work incentive Benefit Payable; and

[118D] b. thereafter,] to the monthly Benefit Payable, [before multiplying by the Income Loss Percentage].]

[118E] [The Cost of Living Adjustment will be [50%] of the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of [6%].]

[118F] [The Cost of Living Adjustment will be [3%].]

[118G] [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.] [The Consumer Price Index adjustment factor will be determined on each [March 1].]

[118H] [If the Member has received less than 12 benefit payments, the amount of the increase will be multiplied by the ratio of:

a. the number of benefit payments as of such date;

b. divided by 12 months.]

[118I] [A maximum of [five] adjustments will be made during the Member's Benefit Payment Period.]]

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[119]

[Section G - Activities of Daily Living (ADL) Benefit

Article 1 - Definitions

a. Activities of Daily Living (ADL) Disabled; Activities of Daily Living (ADL) Disability

[119A]

A Member will be considered Disabled under this provision if, as a result of sickness or injury, the Member has lost the ability to safely and completely perform [[two] or more] Activities of Daily Living without another person's assistance or verbal cueing or the Member has a deterioration or loss in intellectual capacity and needs another person's assistance or verbal cueing for his or her protection or for the protection of others.

b. Activities of Daily Living (ADL) mean:

- (1) Bathing – the ability to wash oneself in the tub or shower or by sponge with or without equipment or adaptive devices.
- (2) Dressing – the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.
- (3) Eating/Feeding – the ability to get nourishment into the body by any means once it has been prepared and made available.
- (4) Toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.
- (5) Transferring – the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars or other support devices including mechanical or motorized devices.
- (6) Continence – the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

Article 2 - Eligibility

A Member will be eligible for ADL benefits if he or she:

a. has satisfied the Benefit Qualifications listed in this PART IV, Section A; and

[119B]

b. is ADL Disabled [for a period of at least [12] consecutive months]; and

c. provides proof of ADL Disability by submitting to The Principal:

- (1) a statement from his or her Physician; and
- (2) any other medical information that The Principal believes necessary to confirm his or her status^f; and

[119C]

d. is receiving Disability benefits under this Group Policy.]

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Article 3 - Benefit

[119D] [If a Member is ADL Disabled, the ADL benefit will equal [20%] of the Member's Predisability Earnings [to a Maximum Monthly Benefit of [\$1667]]. Payment will be made with the Benefit Payable that next follows satisfaction of the eligibility requirements listed in Article 2 above.]

[119E] *[If the Member's Benefit Payment Period ends due to age as described in this Part IV, Section M, Article 1, and the Member [remains][is] ADL Disabled, the ADL benefit [will continue and] will equal [60%] of the Member's Predisability Earnings [to a Maximum Monthly Benefit of [\$10,000]].*

Article 4 - Termination

This benefit will be paid during the Member's Benefit Payment Period and will terminate on the earlier of:

a. the date ADL Disability ends; or

[119F] */b. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1][; or*

[119G] *c. the date [five years] following the date the Member's Benefit Payment Period ends, if the Benefit Payment Period ends due to age][; or*

[119F] *d. the date the Member fails to provide any required proof of ADL Disability][; or*

[119F] *e. the date the Member fails to submit to any required examination or evaluation as provided in this PART IV, Section Q, Article 13][; or*

[119F] *f. the date the Member ceases to be under the Regular and Appropriate Care of a Physician][or;*

[119F] *g. the date the Member dies.]]*

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[120]

[Section H - Education Benefit

Article 1- Definitions

a. Eligible Student(s)

A Member's natural, legally adopted, or step child, provided the child:

[120A]

- (1) is not married; and
- (2) is not in the armed forces of any country; and
- (3) is not insured under this Group Policy as a Member; and
- (4) is less than [25 years] of age; and
- (5) attends an accredited post-secondary school on a Full-Time basis; and
- (6) is enrolled in the next scheduled term.

b. Full-Time

A full course load as defined by the accredited post-secondary school.

Article 2 - Eligibility

A Member will be eligible for Education Benefits if he or she:

[120B]

- a. has satisfied the Benefit Qualifications listed in this PART IV, Section A[, and
- b. has received benefits for [six] [consecutive] months].

Article 3 - Benefit

[120C]
[120D]
[120E]

In addition to the Benefit Payable described in this Part IV, Section B, Article(s) 1[and 2], The Principal will pay a monthly Education Benefit in the amount of [\$100] for each Eligible Student. This benefit is subject to a [\$10,000] maximum. This is not a separate maximum for each Eligible Student, but a combined maximum for all Eligible Student(s) per Benefit Payment Period.

Article 4 - Termination

This benefit will be paid during the Member's Benefit Payment Period and will terminate on the earliest of:

- a. the date the Member is no longer Disabled; or
- b. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; or

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c. the date the Member's child no longer qualifies as an Eligible Student.]

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[121] [Section I - Retirement Plan Supplement Benefit

[Article 1 - Eligibility

A Member will be eligible for this benefit if he or she:

- [121A] a. has been employed by the [Policyholder] [or a] [Participating Unit] [for at least [12 months]] prior to the date of Disability; and
- b. has satisfied the Benefit Qualifications listed in this PART IV, Section A; and
- c. has been Disabled for [12 months].

Article 2 - Benefit

The Member will receive Retirement Plan Supplement Benefits in addition to the Benefit Payable described in this PART IV, Section B.

- [121B] If the Member is Disabled, the Retirement Plan Supplement Benefit will equal [4%] of the Member's covered Monthly Earnings in effect on the date Disability begins [*, not to exceed \$3,500*]. This benefit amount will be applied to the [Flexible Premium Deferred Annuity] or *other funding vehicle* as issued by The Principal at the time of Disability.

This benefit may be taxable and The Principal will provide state and federal tax withholding upon request by the Member.

- [121C] [In addition, at the end of the calendar year, The Principal will pay an amount equal to [10%] of the Retirement Plan Supplement Benefit received during the calendar year to the Member to apply to any taxes due on the Retirement Plan Supplement Benefit.]

Article 3 - Facility of Payment

- [121D] The Principal will normally apply the Retirement Plan Supplement Benefit to the [Flexible Premium Deferred Annuity] or a similar contract established on the behalf of the Member. However, if the Member is eligible to receive less than [12] Retirement Plan Supplement Benefit payments, the Retirement Plan Supplement Benefit may be paid in a lump sum to the Member on the date the Benefit Payment Period terminates. All payments so made will discharge The Principal to the full extent of those payments.

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Article 4 - Termination

The Retirement Plan Supplement Benefit will be paid during the Member's Benefit Payment Period and will terminate on the earlier of:

- a. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; or
- b. the date the Member surrenders the [Flexible Premium Deferred Annuity] for its cash value.]

[122] **[Article 1 - Eligibility**

The Member will be eligible for this benefit if he or she:

- [122A] a. was a participant in the [Retirement Plan][401(k) plan][*403(b) plan*] of the [Policyholder][or a] [Participating Unit] during the calendar year prior to the calendar year in which he or she becomes Disabled; and
- b. has satisfied the Benefit Qualifications described in this PART IV, Section A; and
- [121A] c. has been Disabled for [12 months].

Article 2 - Benefit

- [122A] The plan administrator of the [Policyholder's][or a][Participating Unit's][Retirement Plan][401(k) plan][*403(b) plan*] will be paid for the benefit of the Member's account an amount equal to [4%] of the Member's covered Monthly Earnings in effect on the date he or she becomes Disabled [*, not to exceed \$3,500*]. This benefit will be paid in addition to and on the same payment date as other benefits provided by this Group Policy.

Article 3 - Termination

This benefit will terminate the earliest of:

- a. the date the Member's payments for other benefits provided by this Group Policy terminate; or
- [122A] b. the date the Member has continued contributions to the [Retirement Plan][401(k) plan] [*403(b) plan*] during a period of Disability and his or her contributions plus this benefit would exceed the maximum contribution that can be made to the [Retirement Plan][401(k) plan] [*403(b) plan*]; or
- [122A] c. the [Retirement Plan][401(k) plan] [*403(b) plan*] is terminated or the assets of the plan are frozen by the plan administrator of the [Policyholder][or a][Participating Unit]; or

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- [122A] d. the plan administrator of the [Policyholder's][or a][Participating Unit's] [Retirement Plan][401(k) plan][*403(b) plan*] is legally unable to accept contributions for the Member.]

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[123]

[Section J - Accidental Disability Benefit

[123A] *[Article 1 – Definitions*

Accident; Accidental

An injury that is caused by an accident. Accidental injury does not include injuries that occur directly or indirectly because of:

- [a. disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]*
- [b. sickness or pregnancy; or]*
- [c. a Mental Health Condition, alcohol, drug or chemical abuse, dependency, or addiction; or]*
- [d. participation in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member][in a] [Policyholder-owned] [or a] [Participating Unit-owned] or leased aircraft on company business]; or]*
- [e. the use of alcohol if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [f. the operation by the Member of a motor vehicle or motor boat if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [g. the use of any drug, narcotic, or hallucinogen not prescribed for the Member by a licensed Physician].*

Loss of Use or Paralysis

A total and irreversible loss of voluntary movement.]

Article [2] – Benefit Payable

- [123B] For a Member who becomes Disabled as a result of any one of the losses listed below, the Member will receive the Benefit Payable for at least the number of months shown for that loss. The Member must provide proof that the loss results from an [accident][*Accident*], and occurs
- [123C] within [180 days] of the date of the [accident][*Accident*]. To be eligible for the benefit, the Member must meet the Benefit Qualifications shown in this PART IV, Section A [*except as otherwise provided in this section*].

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If the Member suffers more than one of these losses in one [accident][*Accident*], the Member will receive the benefit paid for the loss with the greatest number of payments. All other provisions of the Group Policy will apply.

	<u>For Accidental Loss of:</u>	<u>Number of Payments:</u>
[123D]	Sight of Both Eyes	[48]
	Both Hands	[48]
	Both Feet	[48]
	One Hand and One Foot	[48]
	One Hand and Sight of One Eye	[48]
	One Foot and Sight of One Eye	[48]
	One Hand or One Foot	[24]
	Sight of One Eye	[12]
	Thumb and Index Finger of Either Hand	[12]

Loss of hands and feet means loss by severance at or above the wrist or ankle joint. Vision not correctable to better than 20/200 in the better eye will be considered complete loss of vision in both eyes. Loss of thumb and index finger means actual severance at or above the knuckles joining each to the hand.

[123E] *[The following covered losses apply to Accidental Loss of Use or Paralysis:*

<u>Covered loss:</u>	<u>Number of Payments:</u>
<i>Quadriplegia</i>	<i>[48]</i>
<i>Paraplegia</i>	<i>[24]</i>
<i>Hemiplegia</i>	<i>[24]</i>
<i>Both Hands or Both Feet</i>	<i>[24]</i>
<i>One Hand and One Foot</i>	<i>[12]</i>
<i>One Arm or One Leg</i>	<i>[12]</i>

The term “Quadriplegia” means total paralysis of all four limbs. The term “Paraplegia” means total paralysis of both lower limbs. The term “Hemiplegia” means paralysis of one arm and one leg on the same side of the body.]

[123F] *[An Elimination Period must be met before benefits will be payable as described above. The Elimination Period will be the later of:*

- a. [[one] month following] the date of Disability; or*
- b. the day after the date the Member’s Short Term Disability Benefit Payment Period ends.]*

[123G] *[Any Benefit Payable under this provision is not subject to reductions by Other Income Sources.]*

If death occurs before all the payments have been made, the balance will be paid in accordance with the Facility of Payment provisions as shown in this PART IV, Section Q, Article 12.]

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[124]

[Section K - Monthly Payment Limit

Article 1 - Monthly Payment Limit

In no event will the sum of amounts payable for:

- [124A] a. Benefits Payable under this Part IV, Section B, Article(s) 1 [and][[,] 2][*and 3*]; and
- b. [Education Benefit;]
- c. [Rehabilitation Incentive Benefit;]
- d. [Return to Work Child Care Benefit;]
- e. [Activities of Daily Living (ADL) Benefit;]
- f. [*income from Other Income Sources;*]
- [124B] g. [Current Earnings from the Member's [*Own Occupation*]/[*Own Job*] or any occupation;]
- h. [sick pay;]
- i. [salary continuance payments;]
- j. [vacation pay;]
- k. [personal time off;]
- [l. payments attributable to individual disability insurance policies;]
- [124C] [*m. Extended Earnings Protection Benefit;*]
- [*n. Medical Premium Supplement Benefit;*]
- [124D] exceed [*100%*] of Predisability Earnings. [If the Member is eligible for benefits under this Part IV, Section B, Article 2, the Monthly Payment Limit will be increased to [*100%*] of [*Indexed*] Predisability Earnings [*for the first [12 months]*].]

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.]

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[125]

[Section L - Conversion Privilege

Article 1 – Eligibility

A Member may convert his or her coverage to a personal plan of long term disability insurance coverage if the Member's coverage under this Group Policy terminates for any of the following reasons:

- a. the Member resigns; or
- b. the Member is terminated for cause; or
- c. the Member is laid-off; or
- d. the Member goes on a leave of absence *[; or*

[125A] *e. the Member ceases to be in a class for which Member Insurance is provided; or]*

[f. the Member's employment ends for any reason other than retirement] [.]

A Member does not have to supply Proof of Good Health to convert his or her coverage. A Member must have been covered for at least 12 consecutive months prior to coverage terminating under this Group Policy. The 12 months can be a combination of coverage under this Group Policy or a prior plan of group long term disability coverage, whether insured or self-funded, sponsored by the [Policyholder][Participating Unit].

A Member must apply for conversion within 31 days after termination of his or her coverage. The benefits and amounts of insurance under the conversion coverage may differ from those under this Group Policy. The Principal reserves the right to have the conversion coverage issued by another insurance company. The Member's long term disability conversion insurance coverage will become effective on the day after his or her coverage ends under this Group Policy.

The Member may not convert his or her coverage under this Group Policy to coverage under a personal plan of long term disability insurance if his or her coverage terminates for any of the following reasons:

- a. termination of this Group Policy; or

[125B] */b. the Group Policy is amended to exclude the insurance class to which the Member belongs; or]*

[125C] */c. the Member no longer belongs to a class eligible for Long Term Disability coverage under this Group Policy; or]*

- d. the Member retires; or

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- e. the Member fails to pay any premium required for Long Term Disability coverage; or
- f. the Member is Disabled under the terms of this Group Policy.

If the Member becomes covered for Long Term Disability benefits under another group plan within 31 days after termination of his or her coverage under this Group Policy, the Member may not convert his or her coverage to coverage under a personal plan of long term disability insurance.]

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Section M - Benefit Payment Period and Recurring Disability

Article 1 - Benefit Payment Period

Benefits are payable:

- [126] [a. if Disability begins before age 65, until the later of the date 36 months after the Benefit Payment Period begins, or the date the Member attains Social Security Normal Retirement Age; or
- b. if Disability begins at or after 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 the Benefit Payment Period begins.

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

- [127] [a. if Disability begins before age 62, until the later of the date 42 months after the Benefit Payment Period begins, or the date the Member attains age 65; or
- b. if Disability begins at or after age 62, until the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12]

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- [128] [a. if Disability begins before age 61, until the later of the date five years after the Benefit Payment Period begins, or the date the Member attains age 65; or
- b. if Disability begins at or after age 61, and before the date the Member attains age 69, until the earlier of the date five years after the Benefit Payment Period begins, or the date the Member attains age 70 (except the Benefit Payment Period will not be less than 12 months); or
- c. if Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.]
-

- [129] [a. if Disability begins before age 62, until the earlier of the date five years after the Benefit Payment Period starts for one continuous Disability or Recurring Disability, or the date the Member attains age 65 (except that the Benefit Payment Period will not be less than 42 months); or
- b. if Disability begins at or after age 62, until the date of completion of the number of months shown below after the Benefit Payment Period begins.

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12]

- [130] [a. if Disability begins before age 69, until the earlier of the date 24 months after the Benefit Payment Period starts for one continuous Disability or for a Recurring Disability, or the date the Member attains age 70 (except the Benefit Payment Period will not be less than 12 months); or
- b. if Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.]
-

[131] *[If Disability begins before age 64, the date of completion of the number of months shown below after the Benefit Payment Period begins.*

<u>Member's Age on the Date Disability Begins</u>	<u>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</u>
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<i>Less than age 64</i>	<i>36</i>
<i>64</i>	<i>30</i>
<i>65</i>	<i>24</i>
<i>66</i>	<i>21</i>
<i>67</i>	<i>18</i>
<i>68</i>	<i>15</i>
<i>69 or over</i>	<i>12]</i>

[132] *[If Disability begins before age 69 to age 70, the date of completion of the number of months shown below after the Benefit Payment Period begins.*

<u><i>Member's Age on the Date Disability Begins</i></u>	<u><i>Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)</i></u>
<i>Age 69 and over</i>	<i>1 year</i>

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 fails to provide any required proof of Disability; or
- d. the date the Member fails to submit to any required medical examination or evaluation as provided in this PART IV, Section Q, Article 13; or
- [e. the date the Member fails to report any required Current Earnings information; or]*
- [133] *[f. the date the Member fails to report income from Other Income Sources; or]*
- [134] g. the date ten days after receipt of notice from The Principal if the Member fails to pursue Social Security Benefits [or benefits under a Workers' Compensation Act or similar law], as outlined in this PART IV, Section Q, Article(s) 8 [and 9]; or
- [135] [h. the date the Member performs any work for wage or profit; or]
- [136] [i. the date [12] months after a Benefit Payment Period begins if the Member is not approved for disability benefits under the Federal Social Security Act (providing he or she is eligible) and is not receiving disability benefits under the Federal Social Security Act. There will be a [12] month grace period, beginning on the date [12] months after a Benefit Payment Period starts, during which time the Member's Benefit Payable may be reinstated with retroactive payments if the Member becomes approved or reapproved for disability benefits under the Federal Social Security Act; or]
- [137] [j. the date the Member ceases to be eligible for disability benefits under the Federal Social Security Act; or]

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- [138] [k. if Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition][Special Condition] the date [12 months] [24 months] [36 months] after the Benefit Payment Period begins; or]
- [139] [l. if Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition,] the date [12 months][24 months][36 months] after the Benefit Payment Period begins; or]
- [139] [m. the date the Member ceases to be under the Regular and Appropriate Care of a Physician; or]
- [140] [n. the date of the Member's retirement; or]
- [141] [o. the date the Member refuses to participate in or does not comply with a Rehabilitation Plan][; or]
- [142] [*p. the date [12] months after a Benefit Payment Period begins if the Member's date of Disability is less than [12] months after the effective date of coverage as provided in PART III, Section B of this Group Policy.*]

Article 2 - Recurring Disability

A Recurring Disability will exist under this Group Policy if:

- [143] [a. after completing an Elimination Period and during a Benefit Payment Period, a Member ceases to be Disabled; and]
- [143] [*b. the Member then returns to Active Work; and]*
- [c.] while insured under this Group Policy, but before completing [six] continuous months 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. 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] which would otherwise be effective, will not apply to any benefit payable under this Recurring Disability provision.*

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[144] **[Section N - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]**

Article 1 - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,] [or a][a] [Mental Health Condition][Special Condition]

The Member's period of Disability will be considered due to [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition][Special Condition] if:

- a. the Member is limited by one or more of the stated conditions; and
- b. the Member does not have other conditions which, in the absence of the above stated conditions, would continue to exist, limit activities and lead The Principal to conclude that the Member is Disabled for another condition in and of itself.

[144A] [When Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition][Special Condition] a Member's maximum number of Benefits Payable for [all such periods][*this period*] of Disability is limited to [12 months] [24 months] [36 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 [12 months] [24 months] [36 months], the Member is 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][a] [Mental Health Condition][Special Condition]; then the Benefit Payment Period may be extended to include the time during which the Member remains confined.]

[144B] [When Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition,] a Member's maximum number of Benefits Payable for [all such periods][*this period*] of Disability is limited to [12 months][24 months][36 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 [12 months][24 months][36 months], the Member is 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][a][Mental Health Condition;] then the Benefit Payment Period may be extended to include the time during which the Member remains confined.]

Benefits will be payable for the length of the confinement and for up to 60 days following the end of the confinement. If the Member is 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.]

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***GC 3044-1* Section N – Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction][or a][a][Mental Health Condition][Special Condition]**

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Section O - Limitations

Article 1 – Limitations

No benefits will be paid for any Disability that:

- a. results from willful self-injury *or self-destruction*, while sane or insane; or
- b. results from war or act of war; or
- c. results from *voluntary* participation in an assault, *felony, criminal activity, insurrection, or riot*; or
- [145] *[d. is a new Disability that begins after a prior Benefit Payment Period has ended [or a claim for benefits has been denied] and the Member has not returned to Active Work; or]*
- [145] *[e. is a continuation of a Disability for which a Benefit Payment Period has ended [or a claim for benefits has been denied] and the Member has not returned to Active Work (except as provided for a Recurring Disability in this PART IV, Section M, Article 2); or]*
- [146] *[f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this Group Policy [for a Member who becomes eligible for insurance after the Date of Issue of this Group Policy]; or]*
- [147] *[g. results from a sickness or injury arising out of or in the course of employment for wage or profit; or]*
- [148] *[h. results from pregnancy, except that benefits will be paid for Complications of Pregnancy. Complications of Pregnancy is any condition that greatly affects the usual medical treatment of a normal pregnancy; this includes nonelective abortion and cesarean section][; or]*
- [149] *[i. results from a sickness or pregnancy; or]*
- [149A] [j. results from disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]*
- [149A] [k. results from an injury that occurred when participating in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member] in a [Policyholder-owned] [or a] [Participating Unit-owned] or leased aircraft on company business]; or]*
- [149A] [l. results from duty as a member of a military organization; or]*

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[149A] *[m. results from the use of alcohol if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*

[149A] *[n. results from the operation by the Member of a motor vehicle or motor boat if, at the time of the injury, the Member's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*

[149A] *[o. results from the use of any drug, narcotic, or hallucinogen not prescribed for the Member by a licensed Physician].*

[150] [Benefits Payable will be limited to [12 months] for each period of continuous Disability while a Member is residing outside of the United States. For this purpose, a Member will be considered to reside outside the United States if he or she has been outside the United States for a total of six months or more during any 12 consecutive month period while receiving Benefits Payable under this Group Policy.]

[146] **[Article 2 - Preexisting Conditions Exclusion for Initial Coverage]**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or a pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or
- b. was prescribed or took prescription medications; [or

[151] c. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment;]

[152] in the [three month] period before he or she became insured under this Group Policy.

No benefits will be paid for a Disability that results from 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 [the earlier of:

[153] a. [six consecutive months] during which the Member was insured under this Group Policy, during which the Member received no treatment, consultation, care, or service, and no prescription medication was prescribed or taken for the Preexisting Condition; or

[154] b.] [12 consecutive months] during which the Member was insured under this Group Policy.]

[146] **[Article 3 - Preexisting Conditions Exclusion for Benefit Increases]**

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or a pregnancy, for which a Member:

- a. received medical treatment, consultation, care, or services; or

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- b. was prescribed or took prescription medications; [or
 - [151] c. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment;]
- [152] in the [three month] period prior to an increase in benefits or change in the Group Policy
- [155] [, including increases in benefits due to a change in Monthly Earnings of [25%] or greater].

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
 - [154] b. begins within [12 months] after the effective date of the increase in benefits or change in the Group Policy provisions.
- [153] [The increase in benefits or change in the Group Policy provisions will be payable if the Member received no treatment, consultation, care, or service, and no prescription medication was prescribed or taken for the Preexisting Condition in the [six consecutive months] following the effective date of the increase in benefits or change in the Group Policy provisions. The Member must be Actively at Work for one full day following this [six consecutive month] period.]]

[156] **[Article 4 - Replacement of a Prior Plan**

a. Applicability

When insurance under this Group Policy replaces coverage under a Prior Plan, this Article may apply to a Member who is eligible and enrolled under this Group Policy, and:

- (1) is not Actively at Work when his or her coverage would otherwise become effective;
- or
- (2) becomes Disabled due to a Preexisting Condition.

b. Benefit Eligibility

A Member will qualify for the benefit provided by this article if all of the following apply:

- (1) The Member had *disability* coverage under a Prior Plan, which terminated on the date immediately preceding the date the Member became eligible under this Group Policy.
- (2) The Member is not receiving any benefits under the Prior Plan but would have been entitled to benefits had the Prior Plan remained in force.
- (3) No provision other than the Actively at Work [or the Preexisting Condition] provision(s) would prohibit benefits being paid to the Member under this Group Policy.

c. Benefits Payable

The benefits payable, if any, under this article, will be the lesser of the benefits *and plan provisions* of this Group Policy or the benefits *and plan provisions* that would have been

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paid under the Prior Plan had it remained in force, *including any benefits from a recurring claim*. No benefits will be paid for:

- (1) any Disability that occurs before the [Date of Issue of this Group Policy] [date the entity becomes a Participating Unit]; or
- (2) any Disability for which benefits would have been paid under the Prior Plan in the absence of this section.]

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[157]

[Section P - Subrogation and Reimbursement

Article 1 – Applicability

Where allowed by law, this section will apply to Members who:

- a. receive benefit payments under this Group Policy as the result of a Disability; and
- b. have a lawful claim against another party, parties, or insurer (including uninsured, underinsured, and no-fault automobile insurers) for compensation, damages, or other payment because of that same Disability.

The Principal will have the right of first reimbursement from any recovery a Member receives even if the Member has not been made whole.

Article 2 - Transfer of Rights

When applicable, the rights of the Member to claim or receive compensation, damages, or other payments from the other party or parties will be transferred to The Principal, but only to the extent of benefit payments made under this Group Policy.

Article 3 - Member Obligations

To secure the rights of The Principal, the Member must:

- a. Complete any applications or other instruments and provide any documents The Principal might require, and cooperate with The Principal and its agents in order to protect the subrogation rights of The Principal.
- b. Reimburse The Principal for benefit payments made under this Group Policy (but not more than the amount paid by the other party or parties), if payment from the other party or parties has been received.
- c. Not take any action that prejudices the rights of The Principal. If the Member enters into litigation or settlement negotiations regarding the obligations of other parties, the Member must not prejudice, in any way, the subrogation rights of The Principal.

The costs of legal representation retained by The Principal in matters related to subrogation will be borne solely by The Principal. The costs of legal representation retained by the Member will be borne solely by the Member.]

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Section Q - Claim Procedures

Article 1 - Notice of Claim

Written notice must be sent to The Principal by or for a Member who wishes to file claim for benefits under this Group Policy. This notice must be sent within *30 days* after the date of loss for which claim is being made. *If it is not possible to give proof within 90 days after the Elimination Period, it must be given no later than one year after the time proof is required except in the absence of legal capacity.*

Article 2 - Claim Forms

The Principal, when it receives notice of claim, will provide appropriate claim forms for filing proof of Disability. If the forms are not provided within 15 days after The Principal receives notice of claim, the person will be considered to have complied with the requirements of the Group Policy regarding proof of Disability 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

Written proof that Disability exists and has been continuous must be sent to The Principal within six months after the date a Member completes an Elimination Period. Proof required includes the date, nature, and extent of 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. The Principal reserves the right to determine when these conditions are met. 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 of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate 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 his or her 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.*

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- d. *Occupation information, such as documentation of work duties and activities. This may include the Member's job description or appointment calendar.*
- e. *Independent medical examination(s) (see Examinations and Evaluations in Article 13 below).*
- f. *A Written authorization, signed by the Member, on a form supplied by The Principal, to obtain records and information needed to determine the Member's eligibility for benefits.*
- g. *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 his or her Federal income tax returns and supporting documentation, as often as The Principal may require.

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 under oath. 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 items c. and e. in Article 3A 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 his or her claim, at the Member's expense, at reasonable intervals while the Member is claiming Disability.

[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. any evidence the Member submits for his or her claim will be required to be translated by the U.S. Embassy and contain the U.S. Embassy seal.
- b. The Member may be required to return to the United States at a frequency The Principal deems necessary to substantiate his or her claim for Disability. All expenses incurred by the Member for returning to the United States will be his or her responsibility.

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- c. The Member must notify The Principal in advance of any return to the United States and his or her 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 of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by The Principal.

In administering the benefits provided under this 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

ERISA permits up to 45 days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, The Principal will send a Written explanation prior to the expiration of the 45 days. The claimant is then allowed up to 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 this Group Policy will be payable sooner, provided The Principal received 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 its denial.

A claimant may request an appeal of a claim denial by Written request to The Principal within 180 days of 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 is permitted a 45-day extension for the review. Written notification will be sent to the 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.

Article [6] - Report of Payments from Other Income Sources

When asked, a Member must give The Principal:

- a. a report 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] [is][are] eligible; and

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- c. proof that any application for such income has been rejected.

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 monthly amounts prorated over the time stated. If no such time is stated, the lump sum will be prorated monthly over the expected life span of the Member. The Principal 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][Participating Unit]*; or
 - (2) is prorated under a standard annuity table over the expected life span of the Member (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 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 monthly amount which is equal to 1/12 of the Member's annual contract salary in effect prior to the date Disability begins.]

Article [8] - Social Security Estimates

Until exact amounts are known, The Principal may estimate the Social Security benefits for which a Member and his or her Dependents are eligible and may include those estimates in the Member's Other Income Sources.

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:

- a. apply for disability benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period; and

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- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

[158] **[Article [9] – *[Workers’ Compensation] [or] [Other Disability Coverage]* Estimates**

Until exact amounts are known, The Principal may estimate the *[Workers’ Compensation benefits] [or] [other disability coverage that provides benefits for loss of time from work that are attributable to employer contributions in whole or in part or makes payroll deductions]* for which a Member is eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to benefits under *[a Workers’ Compensation Act or a similar law] [or] [other disability coverage]*, The Principal will require that the Member:

- a. apply for benefits within ten days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the ten-day period.]

Article [10] - 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.

Article [11] - Right to Recover Overpayments

If an overpayment of benefits occurs under this 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 Monthly Benefit; or
- b. recover the overpayment directly from the Member; or
- c. take any other legal action.

Article [12] - Facility of Payment

Benefits under this 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 The Principal.

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The Principal reserves 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 the Member and The Principal agree.

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 a Member's death, those amounts may, at the option of The Principal, be paid to the Member's *[spouse] [or domestic partner], [Dependent Spouse,]* child, parent, or estate.
- 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 pay whoever has assumed the care and support of the *person*.

Article [13] - Examinations and Evaluations

The Principal *has the right to* require a Member to undergo *medical evaluations, functional capacity evaluations, vocational evaluations, and or psychiatric evaluations* during the course of a claim. *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. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of the Member's benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of the Member's benefits. If the Member fails to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be his or her responsibility.

Article [14] - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of Disability has been 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.

Article [15] - Time Limits

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

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PART V - PARTICIPATING UNIT PROVISIONS

Section A - Eligible Participating Unit

- [160] [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.]
- [161] [Any entity that subscribes to the trust which is the Policyholder, that is accepted by The Principal as a Participating Unit, and that performs the duties of a Participating Unit specified in this Group Policy.]

Section B - Participating Unit

A Participating Unit is any Eligible Unit listed in this PART V, 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
 - [162] [b. employ [three] or more insured employees; and]
 - c. pay all premiums required for insurance on its eligible Members and maintain the contribution level as described in PART II, Section A; and
 - d. fulfill the employee participation requirements as described in PART II, Section A.
- [161] [In addition, the Participating Unit's application must be accepted and approved by the Policyholder and The Principal.]

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 the Group Policy.

[160] **[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.]

[161] **[Section E - Termination**

An entity will cease to be a Participating Unit as outlined in PART II, Section C of this Group Policy.

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.]

[160] ***/Section F - List of Participating Units/***

<u>Unit Name</u>	<u>Effective Date</u>
[Jane Doe Company]	[May 1, 2001]

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[Section R - Infectious and Contagious Disease Benefit]

[163]

Article 1 - Benefit Qualification

[164] A Member will qualify for Infectious and Contagious Disease Benefit if he or she [has been insured under this benefit on or after the effective date of this Group Policy for a period of at least [12] months and] provides verification of the following:

- a. the Member carries an Infectious and Contagious Disease; and
- b. the Member is first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- c. the Member is not Disabled but at least one of the following has occurred:

- [164A] (1) the Member's license to practice his or her [Own Occupation][Own Job] has been revoked; or
- (2) limitations or restrictions have been imposed on the Member or his or her license by his or her employer, a hospital, a law or regulation, or a licensing board, and as a result, the Member is unable to perform all of the essential duties of his or her [Own Occupation][Own Job]; or
- (3) the Member loses patients as a result of voluntary or involuntary disclosure of the Infectious and Contagious Disease; and

- [165] d. throughout a period of time equal in length to the Elimination Period, the Member has suffered a loss of earnings in excess of [20%] of his or her Predisability Earnings immediately prior to the disclosure; and
- e. the Member has never refused to be immunized against the Infectious and Contagious Disease for which he or she is claiming benefits.

Article 2 – Benefit Payable

The Infectious and Contagious Disease Benefit will be calculated as follows:

(A divided by B) multiplied by C, where:

A = the Member's Predisability Earnings minus Current Earnings from employment

B = the Member's Predisability Earnings

C = the Member's Primary Monthly Benefit payable under the terms of this Group Policy.

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Article 3 - Termination

The Infectious and Contagious Disease Benefit will end on the earliest of:

- [166] a. the date [[two] years from the date benefits are payable under this Section R][the Member reaches Social Security Retirement Age]; or*
- [164A] b. the date The Principal determines the Member has not made every effort to continue to work in his or her [Own Occupation][Own Job] on a full-time basis; or*
- c. the date the Member no longer participates with The Principal in seeking and applying for suitable alternate work based on the Member's training, education, experience, and comparable income; or*
- d. the date the Member becomes eligible for Disability Benefits Payable under Part IV, Section B of this Group Policy; or*
- e. the date the Member dies.*

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[Section S - Progressive Illness Benefit]

[167]

Article 1 - Benefit Qualification

A Member will qualify for this Progressive Illness Benefit if:

- a. he or she is insured for this benefit on or after the effective date of this Group Policy; and*
- b. the Progressive Illness is not subject to a Preexisting Conditions Exclusion; and*
- c. he or she has provided proof from their Physician of the Progressive Illness.*

The Member's Monthly Earnings will be the greater of:

- a. the Member's Monthly Earnings at the time the Member provided proof from their Physician of the Progressive Illness; or*
- b. the Member's Monthly Earnings at the time the Member became Disabled under this Group Policy.*

If a Member qualifies, benefits will be calculated by using the Member's Predisability Earnings and all other terms and conditions of this Group Policy in effect on the date of the Member's Disability.

Until a Member is Disabled, premiums for a Member's coverage under this Group Policy will be calculated based on the greater of:

- a. the Member's Monthly Earnings under the Progressive Illness Benefit as described above; or*
- b. the Monthly Earnings under the terms of this Group Policy.*

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[Section T - Extended Earnings Protection Benefit]

[168]

Article 1 - Eligibility

If a Member returns to work full-time following a Disability and is earning a reduced income, he or she may qualify for Extended Earning Protection benefits.

A Member will be eligible for Extended Earnings Protection Benefits if:

- a. the Member has been Disabled while insured under this Group Policy and established a Benefit Payment Period; and*
- b. the Member is now working full-time for the [Policyholder] [or a] [Participating Unit] [or another employer]; and*
- [168A] c. the Member is performing all of the Substantial and Material Duties of his or her [Own Occupation] [Own Job] [or other [occupation] [job]]; and*
- [169] d. as a result of the Disability, the Member is earning less than [80%] of his or her Predisability Earnings; and*
- e. the Member provides proof each month of his or her current Post Disability Earnings.*

Article 2 – Benefit Payable

The Extended Earnings Protection Benefit will be proportional to the Member's reduction in earnings and will be calculated as follows:

(A divided by B) multiplied by C, where:

A = the Member's Predisability Earnings minus Post Disability Earnings from employment

B = the Member's Predisability Earnings

C = the Monthly Benefit that would be payable if the Member were Disabled and not earning more than 20% of his or her Predisability Earnings

Article 3 - Termination

Insurance will terminate on the earliest of:

- [170] a. the date benefits have been payable for a maximum duration of [six months]; or*
- [171] b. the date the Member is earning more than [80%] of his or her Predisability Earnings; or*

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- c. the date the Member fails to submit proof of his or her Post Disability Earnings; or*
- d. the date the Member becomes eligible for Benefits Payable under PART IV, Section B of this Group Policy.*

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[Section U - Business Protection Benefit]

[172]

Article 1 - Eligibility

A Member will be eligible for Business Protection Benefits if he or she:

- a. is actively engaged on a full-time basis in the business of the [Policyholder][or a][Participating Unit] and is covered under this Group Policy; and*
- b. became Disabled while covered under the Business Protection Benefit; and*
- c. remains Disabled longer than the Elimination Period; and*
- d. is receiving a Monthly Benefit for the Disability under this Group Policy.*

Article 2 – Benefit Payable

[173] *The Benefit Payable for each full month the Member is Disabled will be [[60%] of the Member's Predisability Earnings.][the lesser of:*

- [174] *a. [60%] of the Member's Predisability Earnings; or*
- b. the Member's Primary Monthly Benefit.]*

[175] *The Principal will proportionally reduce the Business Protection Benefit as follows:*

(A divided by B) multiplied by C, where:

A = the Member's Predisability Earnings minus Current Earnings from employment

B = the Member's Predisability Earnings

C = the Primary Monthly Benefit that would be payable if the Member were Disabled [and not earning more than 20% of his or her Predisability Earnings]

Any benefits payable under this Business Protection Benefit will be paid to the [Policyholder][Participating Unit] by which the Member is employed.

[176] *[A Member's maximum Benefit Payment Period under this Business Protection Benefit for all such periods of Disability is limited to [12 months]. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined.]*

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Article 3 - Termination

The Business Protection Benefit will terminate on the earlier of:

- a. the date the Member ceases to be Disabled; or*
- b. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; and*

[177] [c. the date [12] monthly Business Protection Benefit payments have been paid; or]

[178] [d. the date the Member ceases to be a Member as defined in this Group Policy; or]

[e.] the date the Member dies.

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[179]

[Section V- Medical Premium Supplement Benefit]

Article 1 - Eligibility

A Member will be eligible for Medical Premium Supplement Benefits if he or she:

- a. has satisfied the Benefit Qualifications listed in this PART IV, Section A; and*
- b. has been Disabled for [six months]; and*
- c. is eligible for and has elected Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage under an employer-sponsored group medical insurance plan; or*
- d. is eligible for and has elected any medical coverage continuation that may be available under a state continuation law.*

Article 2 – Benefit Payable

[180]

In addition to the Benefit Payable described in this Part IV, Section B, Article(s) 1 [and 2], The Principal will reimburse the Member for actual monthly medical premium expenses incurred, not to exceed [\$300] per month for a period of up to [29] consecutive months.

Article 3 - Termination

This Medical Premium Supplement Benefit will terminate on the earliest of:

- a. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; or*
- b. the date the Member becomes covered under an employer-sponsored medical plan other than coverage provided under COBRA or a state continuation law; or*
- c. the date the Member terminates any group medical coverage he or she has elected under COBRA as described in Article 1 of this section; or*
- d. the date the Member terminates any group medical coverage he or she has elected under a state continuation law as described in Article 1 of this section.*

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[181] ***[Section X – Dependent Spouse Activities of Daily Living (ADL) Benefit]***

Article 1 - Definitions

a. Activities of Daily Living (ADL) Disabled

[182] *A Dependent Spouse will be considered ADL Disabled under this provision if, as a result of sickness or injury, the Dependent Spouse has lost the ability to safely and completely perform [two] [or more] Activities of Daily Living without another person's assistance or verbal cueing or the Dependent Spouse has a deterioration or loss in intellectual capacity and needs another person's assistance or verbal cueing for his or her protection or for the protection of others.*

b. Activities of Daily Living (ADL) mean:

- (1) *Bathing – the ability to wash oneself in the tub or shower or by sponge with or without equipment or adaptive devices.*
- (2) *Dressing – the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.*
- (3) *Eating/Feeding – the ability to get nourishment into the body by any means once it has been prepared and made available.*
- (4) *Toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.*
- (5) *Transferring – the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars or other support devices including mechanical or motorized devices.*
- (6) *Continence – the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.*

Article 2 - Eligibility

A Dependent Spouse will be eligible for ADL benefits if the ADL Disability begins while the Member is insured under this Group Policy, this Dependent Spouse Activities of Daily Living Benefit is in force, and the Dependent Spouse:

- a. *cannot perform the majority of the Substantial and Material Duties of any occupation for which he or she is or may reasonably become qualified based on education, training, or experience; and*
- [183] b. *is ADL Disabled [for a period of at least [12] consecutive months]; and*

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- c. *satisfies the claim requirements listed in Part IV, Section Q; and*
- d. *is under the Regular and Appropriate Care of a Physician; and*
- e. *is not insured under this Group Policy as a Member; and*
- f. *provides proof of ADL Disability by submitting to The Principal:*
 - (1) *a statement from his or her Physician; and*
 - (2) *any other medical information that The Principal believes necessary to confirm his or her status.*

Article 3 - Limitations

No benefits will be paid for any ADL Disability that results from:

[184]

- a. *willful self-injury, while sane or insane; or*
- b. *war or act of war; or*
- c. *participation in an assault or felony[; or*
- d. *a sickness or injury arising out of or in the course of employment for wage or profit][; or*
- e. *the use of alcohol if, at the time of the injury, the Dependent Spouse's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs][; or*
- f. *the operation by the Dependent Spouse of a motor vehicle or motor boat if, at the time of the injury, the Dependent Spouse's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs][; or*
- g. *the use of any drug, narcotic, or hallucinogen not prescribed for the Dependent Spouse by a licensed Physician].*

Article 4 - Benefit Payable

[185] *The monthly Dependent Spouse Activities of Daily Living Benefit will be [\$1000] and will be paid to the Member. Payment will be made monthly and begin one month following the satisfaction of the eligibility requirements listed in Article 2 above.*

[186] *[The maximum Benefit Payment Period will be [24] months.]*

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[187] *[The maximum Benefit Payment Period under this Dependent Spouse Activities of Daily Living Benefit for all such periods of Disability is limited to [24] months. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined.]*

If the Member's death occurs before all of the payments have been made, any remaining payments will be paid to the Dependent Spouse.

Article 5 - Termination

This benefit will terminate on the earlier of:

- a. the date ADL Disability ends; or*
- b. the date the Member's Dependent Spouse no longer meets the definition of a Dependent Spouse as defined in this Group Policy; or*
- c. the date The Principal has paid the maximum benefit period as described under Article 4 above; or*
- d. the date the Dependent Spouse no longer meets the eligibility requirements listed in Article 2 above; or*
- e. the date the Dependent Spouse dies.*

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[188]

[Section Y – Physician Education Benefit]

Article 1 – Physician Education Benefit

While the Member is Disabled and insured under this Group Policy, he or she may qualify to receive this Physician Education Benefit. The Principal will work with the Member, and others as appropriate, to develop an Education Plan.

For the purpose of this benefit, an Education Plan is an individualized mutually agreed upon Written plan between the Member and The Principal that is intended to return the Member to work in a new specialty as a Physician.

Article 2 - Eligibility

A Member will be eligible for the Physician Education Benefit if he or she[:

- a.]has satisfied the Benefit Qualifications listed in this PART IV, Section A[; and*
- [189] *b. has received Disability benefits under this Group Policy for [six] [consecutive] months].*

Article 3 – Benefit Payable

[190] *In addition to the Benefit Payable described in this Part IV, Section B, Article(s) 1[and 2], The Principal will reimburse up to [100%] of actual expenses which the Member incurs for the purposes of retraining for a new specialty as a Physician. Reimbursable expenses include tuition, books, study materials, and other related expenses as approved by The Principal.*

[191] *This benefit is subject to a [\$30,000] lifetime maximum. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined, will apply.*

Article 4 - Termination

This benefit will terminate on the earliest of:

- a. the date the Member is no longer Disabled; or*
- b. the date benefits would otherwise terminate as described in this PART IV, Section M, Article 1; or*
- c. the date the Member reaches the maximum benefit payable under this Physician Education Benefit; or*
- d. the date the Member fails to follow the Education Plan.*

PART IV – BENEFITS

If the Member's death occurs before all of the payments have been made, any remaining payments will be paid according to the Facility of Payment provisions as described in PART IV, Section Q of this Group Policy.

PART IV – BENEFITS

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 that 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 POLICY PROVIDES COVERAGE ONLY FOR DISABILITY DUE TO INJURY.]

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

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.

We *reserve discretion* to construe or interpret the provisions of *the Group Policy*, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. Our decisions in such matters will be controlling, binding, and final as between Us and the persons covered by this group insurance, subject to the Claims Procedures shown on page GH 823 of this booklet.

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

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 [an average of] at least [<u>30</u>] hours a week]	
Who Pays for Coverage	You [<u>are</u>] [not] [<u>may be</u>] required to contribute [a part of] the [entire] premium for insurance under the Group Policy	
Elimination Period	[The later of][<u>6 months</u>][or the date accumulated [sick leave][personal time off][plus [<u>15</u>][working] days] expire(s)]	
[Own Occupation Period]	[2 years][to Social Security Normal Retirement <u>Age</u>]	
Primary Monthly Benefit	[<u>60%</u>] of the Member's Predisability Earnings [in excess of [<u>\$8333</u>] per month]] <i>[An amount in increments of [<u>\$100</u>] between a minimum of [<u>\$500</u>] and a maximum of [<u>\$6,000</u>] as applied for by you and approved by Us.]</i>	
Maximum Monthly Benefit	[<u>\$6000</u>] <i>[The lesser of [<u>\$6,000</u>] or [<u>60%</u>] of Predisability Earnings]</i>	
[Minimum Monthly Benefit]	[<u>\$100</u>]	
Maximum Benefit Payment Period	[Your Age on The Date Disability <u>Begins</u> Before age 65 65-67 68-69 70-71 72 and over	Months of the Benefit Payment <u>Period</u> greater of 36 Months or to Social Security Normal Retirement Age 24 months 18 months 15 months 12 months]
[Rehabilitation [Services and] Benefits]	[Rehabilitation Services]	[Included]
	[Predisability Intervention Services]	[Included]
	[Rehabilitation Incentive Benefit]	[5%]
	[Return to Work Child Care Benefit]	[\$500]
	[Reasonable Accommodation Benefit]	[\$2000]
[Other Coverage Features]	[Work Incentive Benefit]	[12 months]
	[Proportionate Benefit if Working]	[Included]
	[Survivor Benefit]	[3 times Primary Monthly Benefit]
	[Cost of Living Adjustment]	[Included]
	[Education Benefit]	[\$250]
	[Activities of Daily Living Benefit]	<i>[Included]</i>

[Retirement Plan Supplement]	[4%]
[Accidental Disability Benefit]	[Included]
[Spouse Rehabilitation]	[\$500]
<i>[Infectious and Contagious Disease Benefit]</i>	<i>[Included]</i>
<i>[Progressive Illness Benefit]</i>	<i>[Included]</i>
<i>[Extended Earning Protection Benefit]</i>	<i>[Included]</i>
<i>[Business Protection Benefit]</i>	<i>[60%]</i>
<i>[Medical Premium Supplement Benefit]</i>	<i>[\$300]</i>
<i>[Dependent Spouse Activities of Daily Living Benefit]</i>	<i>[\$1,000]</i>
<i>[Physician's Education Benefit]</i>	<i>[\$30,000]</i>

NOTE:

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.* [July 1, 2002], if you are a Member on that date[; or
- b.* [the first of the Insurance Month coinciding with or next following] the date you [complete [30] calendar days] of employment with the [Policyholder][*Employer*] as a Member][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.

However, the above will not preclude the assertion at any time of defenses based upon the person's not being eligible for insurance under the Group Policy or upon other provisions of the Group Policy.

In addition, if a person's age is misstated, We may, at any time, adjust premiums and benefits to reflect the correct age.

We may, at any time, terminate a Member's eligibility under the Group Policy in Writing and with [31] day notice:

- a. if the individual submits any claim that contains false or fraudulent elements under state or federal law;
- b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;
- c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

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] [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 ten Members are insured.]
- [e. If, on the date you become eligible for any increase or additional Benefit Payable amount, fewer than ten Members are insured.]
- [f. To make effective all Benefit Payable amounts that are, initially or through later increases, in excess of \$[].]
- [g. To make effective any Benefit Payable amount.]
- [h. If, after the date you are initially insured, you elect to increase benefits.]

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

[Unless Proof of Good Health is required (see above), a][A] change in Benefit Payable amount because of a change in your [Monthly Earnings] will normally be effective on [the first of the Insurance Month coinciding with or next following] [the [January 1] that next follows] [the Policy Anniversary 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][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 [January 1] that next follows][the Policy Anniversary 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 - Change by Policy *Amendment*

[Unless Proof of Good Health is required (see above), a][A] change in the 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] [date] the last premium is paid for your insurance; or
- c. [for contributory insurance,] [the end of any Insurance Month] [any date] [desired], if requested by you before that date; or
- d. the [end of the Insurance Month in which] [date] you cease to be a Member as defined ; or
- e. the [end of the Insurance Month in which] [date] you cease to be in a class for which Member Insurance is provided; or
- f. the [end of the Insurance Month in which] [date] 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//*Injury*

If you cease Active Work due to /sickness, injury, or pregnancy, //*Injury,* 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 [six months] 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//*Employer* 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][Employer]* 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.]

Continuation and Reinstatement – Layoff, Leave of Absence, *[Labor Strike]*[or][Sabbatical]

If you cease Active Work due to layoff *[,][or]* or leave of absence, *[or labor strike]* 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][[three months] after [the end of the month in which] Active Work ends].

[If you cease Active Work due to a sabbatical, 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. [one year] after [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][Employer]* 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.]

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][Employer]* may choose to continue your insurance, subject to premium payment, until the date 12 weeks 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 Limitations listed in this booklet.
- d. An Elimination Period of [6 months] 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 your accumulated [sick leave][personal time off][salary continuance][plus [15][working] days] expire(s); or]
- [c. the date six months before **We receive** Written proof of your Disability];* or
- d. the day after the date your Short Term Disability Benefit Payment Period ends[.]; or
- e. [if your contract salary is issued on other than a 12-month basis, the][the] first working day of the next academic school year if Disability begins during the summer vacation.];* or
- f. **The date you experience a loss of [20%] or greater of your [Indexed] Predisability Earnings**].*

NOTE: [No benefits will be payable during the summer vacation immediately following the academic school year in which Disability begins.]

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/*.]

[Your Benefit Payable for each full month of a Benefit Payment Period will be the lesser of:

- a. Your Primary Monthly Benefit; or
- b. [70%] of your Predisability Earnings, */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/**[Own Job]* or any occupation; or
 - (2) the Primary Monthly Benefit less */less Other Income Sources/*; and
- b. Thereafter, your Primary Monthly Benefit */less Other Income Sources/*, multiplied by your Income Loss *Percentage*.]

[Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit */less Other Income Sources/*, multiplied by your Income Loss *Percentage*.]

[Your Benefit Payable for each full month of a Benefit Payment Period will be your Primary Monthly Benefit */less Other Income Sources/*, less [50%] of Current Earnings from your */Own Occupation/**[Own Job]* or any *occupation*.]

[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/**[Own Job]* or any occupation; or
 - (2) The Primary Monthly Benefit */less Other Income Sources/*; and
- b. Thereafter, your Primary Monthly Benefit */less Other Income Sources/*, less [50%] of Current Earnings from your */Own Occupation/**[Own Job]* or any *occupation*.]

[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][Own Job]* or any occupation; or
 - (2) The Primary Monthly Benefit; or
 - (3) [70%] of your Predisability Earnings *[less Other Income Sources]*; and
- b. Thereafter, the lesser of:
 - (1) Your Primary Monthly Benefit multiplied by your Income Loss Percentage; or
 - (2) [70%] of Predisability Earnings *[less Other Income Sources]*, multiplied by your Income Loss Percentage; or
 - (3) 100% of your Predisability Earnings *[less Other Income Sources]*, less Current Earnings from your *[Own Occupation][Own Job]* or any *occupation.*

[Your Benefit Payable for each full month of a Benefit Payment Period will be the lesser of:

- a. Your Primary Monthly Benefit multiplied by your Income Loss Percentage; or
- b. [70%] of Predisability Earnings *[less Other Income Sources]*, multiplied by your Income Loss Percentage; or
- c. 100% of your Predisability Earnings *[less Other Income Sources]*, less Current Earnings from your *[Own Occupation][Own Job]* or any *occupation.*

[Your Benefit Payable for each full month of a Benefit Payment Period will be the lesser of:

- a. Your Primary Monthly Benefit less [50%] of Current Earnings from your *[Own Occupation][Own Job]* or any occupation; or
- b. [70%] of Predisability Earnings *[less Other Income Sources]*, less [50%] of Current Earnings from your *[Own Occupation][Own Job]* or any *occupation.*

[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][Own Job]* or any occupation or
 - (2) The Primary Monthly Benefit; or
 - (3) [70%] of your Predisability Earnings *[less Other Income Sources]*; and

- b. Thereafter, the lesser of:
- (1) Your Primary Monthly Benefit less [50%] of Current Earnings from your [Own Occupation][Own Job] or any occupation; or
 - (2) [70%] of Predisability Earnings [less Other Income Sources], less [50%] of Current Earnings from your [Own Occupation][Own Job] or any occupation.]
-

[Your Benefit Payable for each full month of a Benefit Payment Period will be the lesser of:

- a. *100% of [Indexed] Predisability Earnings [less Other Income Sources,] less Current Earnings from your [Own Occupation][Own Job] or any occupation; or*
 - b. *The Primary Monthly Benefit [less Other Income Sources].]*
-

[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 your:*
 - (1) *[Indexed] Predisability Earnings multiplied by the benefit percentage identified in the Primary Monthly Benefit [less Other Income Sources]; or*
 - (2) *the Maximum Monthly Benefit [less Other Income Sources].*
- b. *Thereafter, the greater of your:*
 - (1) *Primary Monthly Benefit less [50%] of Current Earnings from your [Own Occupation][Own Job] or any [occupation][job] [less Other Income Sources]; or*
 - (2) *the Primary Monthly Benefit multiplied by your Income Loss Percentage.*

In no event will the sum of amounts payable exceed the Monthly Payment Limit described on GH 817 in this booklet-certificate.]

[If you are earning less than 20% of your [Indexed] Predisability Earnings, the Primary Monthly Benefit will be paid as if you are not working.]

[You must work to your full medical and vocational capacity. If you choose not to work to full capacity, benefits will be paid as if you are working to full capacity.]

[On each [March 1], following the date you become Disabled, your Predisability Earnings will be increased by [5%][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 [(after application of any annual Cost of Living Adjustment)] be less than [the greater of [10%] of your Primary Monthly Benefit or] \$[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

While you are Disabled and covered under the Group Policy, you may qualify to participate in a [rehabilitation plan][Rehabilitation Plan] and receive Rehabilitation [Services and] Benefits. We will work with *you and* others as appropriate, to develop an individualized [rehabilitation plan][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][*Employer*], and *We* agree in Writing on a [rehabilitation plan][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][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 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][Rehabilitation Plan] and your progress and We will continue to pay for the agreed upon expenses as long as We determine that the [rehabilitation plan][Rehabilitation Plan] is providing the necessary action to return you to work.

[We may require you to participate in an individualized Rehabilitation Plan at Our expense. If you refuse to participate in or do not comply with the Rehabilitation Plan without good cause, all benefits will cease to be payable. As used in this section, “good cause” means a medical reason preventing implementation of the Rehabilitation Plan.]

[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][*your Own Job*][any Gainful Occupation][any occupation].]

[Rehabilitation Incentive Benefit

During a Benefit Payment Period, if you are participating in and fulfilling the requirements of the [rehabilitation plan][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][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][Rehabilitation Plan] has elapsed; or
- b. the date you fail to meet the goals and objectives established in the [rehabilitation plan][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 [\$2000] *[an amount equal to [one] month's Primary Monthly Benefit]* 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).]

[Return to Work Child Care Benefit

Eligibility

[If you are working during a Benefit Payment Period, you will be eligible for the Return to Work Child Care Benefit after you have received a work incentive Benefit Payable for [12 months].]

[If you are working during a Benefit Payment Period, you will be eligible for the Return to Work Child Care Benefit.]

Benefit

You will be reimbursed for [100%] of actual charges which you incur for the child care of an eligible child up to a maximum benefit of [\$500] per month *[for the first [12] months and [\$100] thereafter]*.

An eligible child means your natural, legally adopted, or stepchild, provided the child:

- a. is less than *[13]* years of age; and
- b. lives with you.

An eligible child will also include a child who is developmentally disabled or physically handicapped and is incapable of staying alone regardless of age.

Developmentally disabled means substantial handicap as determined by *Us*, which results from mental retardation, cerebral palsy, epilepsy or other neurological disorder and is diagnosed by a Physician as a permanent or long term continuing condition.

Physically handicapped means substantial physical or mental impairment as determined by *Us*, which results from injury, accident, congenital defect or sickness and is diagnosed by a Physician as a permanent or long term dysfunction or malformation of the body.

Termination

This benefit will be paid during your Benefit Payment Period and will terminate on the earliest of:

- a. the date you are no longer Disabled; or
- b. the date you are no longer working in any capacity; or
- c. the date benefits would otherwise terminate as described in this booklet; or
- [d. the date you have received a total of [12 months] of Return to Work Child Care Benefits; or]*
- e. the date the child is no longer an eligible child.]

DESCRIPTION OF BENEFITS

[Spouse Rehabilitation Benefit]

This benefit may be requested by you or your [spouse][*Dependent Spouse*], and may include, at Our sole discretion, payment of the [spouse's][*Dependent Spouse's*] education expenses, reasonable job placement expenses, family care expenses, and the family's moving expenses, if any.

Eligibility

You will be eligible for the Spouse Rehabilitation Benefit provided all of the following apply:

- a. You have satisfied the Benefit Qualifications listed in this booklet.
- b. You have received benefits for [six][consecutive][months].
- c. You are receiving disability benefits under the Federal Social Security Act or any similar act.
- d. Your [spouse's][*Dependent Spouse's*] earnings in the [two] calendar years prior to your Disability average less than [60%]of your Monthly Earnings.

Benefit

We will agree to pay actual expenses up to, but not exceeding, [\$500] for a Spouse Rehabilitation Benefit. This will be a one-time benefit during the Benefit Payment Period and will be paid based on proof of actual expenses paid by you or your [spouse][*Dependent Spouse*] for the rehabilitation of your [spouse][*Dependent Spouse*].

Termination

This benefit will be payable during your Benefit Payment Period and will terminate on the earliest of:

- a. the date you are no longer Disabled; or
- b. the date benefits would otherwise terminate as described in this booklet; or
- c. the date your [spouse][*Dependent Spouse*] is no longer classified as a [spouse][*Dependent Spouse*]; or
- d. the date We have paid [\$500] for the Spouse Rehabilitation Benefit.]

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 [Primary Monthly Benefit] *[Benefit Payable as described on GH 808] [that would have been payable had you not died]*.

We will pay the Survivor Benefit to your *[spouse][or domestic partner][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 [Primary Monthly Benefit] *[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

[Cost of Living Adjustment

The Cost of Living Adjustment applies to you if you are Disabled and will be applied [on the anniversary of the date a Benefit Payment Period is established]. The Cost of Living Adjustment will be compounded annually and will be administered as follows:

If you are not working during a period of Disability, the Cost of Living Adjustment will be applied to the monthly Benefit Payable.

[If you are working during a period of Disability, the Cost of Living Adjustment will be applied [as follows:

- a. during the first [12 months] to the monthly work incentive Benefit Payable; and
- b. thereafter,] to the monthly Benefit Payable, [before multiplying by the Income Loss Percentage].]

[The Cost of Living Adjustment will be [50%] of the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of [6%.]

[The Cost of Living Adjustment will be [3%.]

[Consumer Price Index means the U.S. City Average for Urban Consumer, All Items, as published in the Consumer Price Index by the United States Department of Labor for the preceding calendar year.] [The Consumer Price Index adjustment factor will be determined on each [March 1].]

[If you have received less than 12 benefit payments, the amount of the increase will be multiplied by the ratio of:

- a. the number of benefit payments as of such date;
- b. divided by 12 months.]

[A maximum of [5] adjustments will be made during your Benefit Payment Period.]]

DESCRIPTION OF BENEFITS

[Activities of Daily Living (ADL) Benefit

Definitions

a. Activities of Daily Living (ADL) Disabled; Activities of Daily Living (ADL) Disability

You will be considered Disabled under this provision if, as a result of a sickness or injury, you have lost the ability to safely and completely perform [[two] or more] Activities of Daily Living without another person's assistance or verbal cueing or you have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others.

b. Activities of Daily Living mean:

- (1) Bathing – the ability to wash oneself in the tub or shower or by sponge with or without equipment or adaptive devices.
- (2) Dressing – the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.
- (3) Eating/Feeding – the ability to get nourishment into the body by any means once it has been prepared and made available.
- (4) Toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.
- (5) Transferring – the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars, or other support devices including mechanical or motorized devices.
- (6) Continence – the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.

Eligibility

You will be eligible for ADL Benefits if you:

- a. have satisfied the Benefit Qualifications listed in this booklet *on GH 807*; and
- b. are ADL Disabled [for a period of at least [12] consecutive months]; and
- c. provide proof of your ADL Disability by submitting to Us:
 - (1) a statement from your Physician; and
 - (2) any other medical information that We believe necessary to confirm your status^f; and
- d. are receiving Disability benefits under the Group Policy^f.

Benefit

[If you are ADL Disabled, the ADL benefit will equal [20%] of your Predisability Earnings [to a Maximum Monthly Benefit of [\$1667]]. Payment will be made with the Benefit Payable that next follows the satisfaction of the eligibility requirements listed above.]

[If your Benefit Payment Period ends due to age as described in this booklet on GH 819, and you [remain][are] ADL Disabled, the ADL benefit [will continue and] will equal [60%] of your Predisability Earnings [to a Maximum Monthly Benefit of [\$10,000]].

Termination

This benefit will be paid during your Benefit Payment Period and will terminate on the earlier of:

- a. the date the ADL Disability ends; or
- b. *[the date benefits would otherwise terminate as described in this booklet on GH 819]; or*
- c. *the date [five years] following the date your Benefit Payment Period ends, if the Benefit Payment Period ends due to age]; or*
- d. *the date you fail to provide any required proof of ADL Disability]; or*
- e. *the date you fail to submit to any required examination or evaluation as provided in this booklet on GH 823]; or*
- f. *the date you cease to be under the Regular and Appropriate Care of a Physician]; or;*
- g. *the date you die.]]*

DESCRIPTION OF BENEFITS

[Education Benefit

Definitions

a. Eligible Student(s)

Your natural, legally adopted, or stepchild, provided the child:

- (1) is not married; and
- (2) is not in the armed forces of any country; and
- (3) is not insured under the Group Policy as a Member; and
- (4) is less than [25 years] of age; and
- (5) attends an accredited post-secondary school on a Full-Time basis; and
- (6) is enrolled in the next scheduled term.

b. Full-Time

A full course load as defined by the accredited post-secondary school.

Eligibility

You will be eligible for Education Benefits if you:

- a. have satisfied the Benefit Qualifications listed in this booklet[; and
- b. have received benefits for [six] [consecutive] months].

Benefit

In addition to the Benefit Payable described in this booklet, We will pay a monthly Education Benefit in the amount of [\$100] for each Eligible Student. This benefit is subject to a [\$10,000] maximum. This is not a separate maximum for each Eligible Student, but a combined maximum for all Eligible Student(s) per Benefit Payment Period.

Termination

This benefit will be paid during your Benefit Payment Period and will terminate on the earliest of:

- a. the date you are no longer Disabled; or
- b. the date benefits would otherwise terminate as described in this booklet; or
- c. the date your child no longer qualifies as an Eligible Student.]

DESCRIPTION OF BENEFITS

[Retirement Plan Supplement Benefit

/Eligibility

You will be eligible for this benefit if you:

- a. have been employed by the [Policyholder]/[Employer] [for at least [12 months]] prior to the date of Disability; and
- b. have satisfied the Benefit Qualifications described in this booklet *on GH 807*; and
- c. have been Disabled for [12 months].

Benefit

You will receive Retirement Plan Supplement Benefits in addition to the Benefit Payable described in this booklet *on GH 808*.

If you are Disabled, the Retirement Plan Supplement Benefit will equal [4%] of your covered Monthly Earnings in effect on the date Disability begins[, *not to exceed [\$3,500]*]. This benefit amount will be applied to the [Flexible Premium Deferred Annuity] or *other funding vehicle* as issued by Us at the time of Disability.

This benefit may be taxable and We will provide state and federal tax withholding upon *your request*.

[In addition, at the end of the calendar year, We will pay an amount equal to [10%] of the Retirement Plan Supplement Benefit you received during the calendar year to apply to any taxes due on the Retirement Plan Supplement Benefit.]

Facility of Payment

We will normally apply the Retirement Plan Supplement Benefit to the [Flexible Premium Deferred Annuity] or a similar contract established on your behalf. However, if you are eligible to receive less than [12] Retirement Plan Supplement Benefit payments, the Retirement Plan Supplement Benefit may be paid in a lump sum to you on the date the Benefit Payment Period terminates. All payments so made will discharge Us to the full extent of those payments.

Termination

The Retirement Plan Supplement Benefit will be paid during your Benefit Payment Period and will terminate on the earlier of:

- a. the date benefits would otherwise terminate as described in this booklet; or
- b. the date you surrender the [Flexible Premium Deferred Annuity] for its cash value.]

[Retirement Plan Supplement Benefit]

/Eligibility

You will be eligible for this benefit if you:

- a. were a participant in the [Retirement Plan][401(k) plan] of the [Policyholder][Employer] during the calendar year prior to the calendar year in which you become Disabled; and
- b. have satisfied the Benefit Qualifications described in this booklet *on GH 807*; and
- c. have been Disabled for [12 months].

Benefit

The plan administrator of the [Policyholder's][Employer's] [Retirement Plan][401(k) plan][403(b) plan] will be paid for the benefit of your account an amount equal to [4%] of your covered Monthly Earnings in effect on the date you become Disabled[, *not to exceed [\$3,500]*]. This benefit will be in addition to and on the same payment date as other benefits provided by the Group Policy.

Termination

This benefit will terminate the earliest of:

- a. the date payments made to you for other benefits provided by the Group Policy terminate; or
- b. the date you have continued contributions to the [Retirement Plan][401(k) plan][403(b) plan] during a period of Disability and your contributions plus this benefit would exceed the maximum contribution that can be made to the [Retirement Plan][401(k) plan][403(b) plan]; or
- c. the [Retirement Plan][401 (k) plan][403(b) plan] is terminated or the assets of the plan are frozen by the plan administrator of the [Policyholder][Employer]; or
- d. the plan administrator of the [Policyholder's][Employer's] [Retirement Plan][401(k) plan][403(b) plan] is legally unable to accept contributions for you.]

DESCRIPTION OF BENEFITS

[Accidental Disability Benefit

[Definitions

Accident; Accidental means an injury injury that is caused by an accident. Accidental injury does not include injuries that occur directly or indirectly because of:

- [a. disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]*
- [b. sickness or pregnancy; or]*
- [c. a Mental Health Condition, alcohol, drug or chemical abuse, dependency, or addiction; or]*
- [d. participation in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member][in a Policyholder-owned] [in an Employer-owned] or leased aircraft on company business]; or]*
- [e. the use of alcohol if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [f. your operation of a motor vehicle or motor boat if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [g. the use of any drug, narcotic, or hallucinogen not prescribed for you by a licensed Physician].*

Loss of Use or Paralysis means a total and irreversible loss of voluntary movement.]

Benefit Payable

When you become Disabled as a result of any one of the losses listed below, you will receive the Benefit Payable for at least the number of months shown for that loss. You must provide proof that the loss results from an [accident][*Accident*], and occurs within [180 days] of the date of the [accident][*Accident*]. To be eligible for the benefit, you must meet the Benefit Qualifications shown in this booklet *on GH 807 [except as otherwise provided in this section]*.

If you suffer more than one of these losses in one [accident][*Accident*], you will receive the benefit paid for the loss with the greatest number of payments. All other provisions as shown in this booklet will apply.

For Accidental Loss of:

Number of Payments:

Sight of Both Eyes	[48]
Both Hands	[48]
Both Feet	[48]
One Hand and One Foot	[48]
One Hand and Sight of One Eye	[48]
One Foot and Sight of One Eye	[48]
One Hand or One Foot	[24]
Sight of One Eye	[12]
Thumb and Index Finger of Either Hand	[12]

Loss of hands and feet means loss by severance at or above the wrist or ankle joint. Vision not correctable to better than 20/200 in the better eye will be considered complete loss of vision in both eyes. Loss of thumb and index finger means actual severance at or above the knuckles joining each to the hand.

[The following covered losses apply to Accidental Loss of Use or Paralysis:

Covered loss:

Number of Payments:

<i>Quadriplegia</i>	<i>[48]</i>
<i>Paraplegia</i>	<i>[24]</i>
<i>Hemiplegia</i>	<i>[24]</i>
<i>Both Hands or Both Feet</i>	<i>[24]</i>
<i>One Hand and One Foot</i>	<i>[12]</i>
<i>One Arm or One Leg</i>	<i>[12]</i>

The term “Quadriplegia” means total paralysis of all four limbs. The term “Paraplegia” means total paralysis of both lower limbs. The term “Hemiplegia” means paralysis of one arm and one leg on the same side of the body.]

[An Elimination Period must be met before benefits will be payable as described above. The Elimination Period will be the later of:

- a. [[one] month following] the date of Disability; or*
- b. the day after the date your Short Term Disability Benefit Payment Period ends.]*

[Any Benefit Payable under this provision is not subject to reductions by Other Income Sources.]

If death occurs before all the payments have been made, the balance will be paid in accordance with the Facility of Payment provisions in the Claim Procedures Section *on GH 823.*

DESCRIPTION OF BENEFITS

[Monthly Payment Limit

In no event will the sum of amounts payable for:

- a. Benefits Payable as described in this booklet;
- [b. Education Benefit;]
- [c. Rehabilitation Incentive Benefit;]
- [d. Return to Work Child Care Benefit;]
- [e. Activities of Daily Living (ADL) Benefit;]
- [f. income from Other Income Sources;]*
- [g. Current Earnings from your *[Own Occupation]**[Own Job]* or any occupation;]
- [h. sick pay;]
- [i. salary continuance payments;]
- [j. vacation pay;]
- [k. personal time off;]
- [l. payments attributable to individual disability insurance policies];
- [m. Extended Earnings Protection Benefit;]*
- [n. Medical Premium Supplement Benefit;]*

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

[Conversion Privilege

Eligibility

You may convert your coverage to a personal plan of long term disability insurance coverage if your coverage under the Group Policy terminates for any of the following reasons:

- a. you resign; or
- b. you are terminated for cause; or
- c. you are laid-off; or
- d. you go on a leave of absence[; or
- e. *you cease to be in a class for which Member Insurance is provided; or]*
- f. *your employment ends for any reason other than retirement] [.]*

You do not have to supply Proof of Good Health to convert your coverage. You must have been covered for at least 12 consecutive months prior to coverage terminating under the Group Policy. The 12 months can be a combination of coverage under the Group Policy or a prior plan of group long term disability coverage, whether insured or self-funded, sponsored by the [Policyholder]/[Employer].

You must apply for conversion within 31 days after termination of your coverage. The benefits and amounts of insurance under the conversion coverage may differ from those under the Group Policy. *We reserve* the right to have the conversion coverage issued by another insurance company. Your long term disability conversion insurance coverage will become effective on the day after your coverage ends under the Group Policy.

You may not convert your coverage under the Group Policy to coverage under a personal plan of long term disability insurance if your coverage terminates for any of the following reasons:

- a. termination of the Group Policy; or
- b. *[the Group Policy is amended to exclude the insurance class to which you belong; or]*
- c. *[you no longer belong to a class eligible for Long Term Disability coverage under the Group Policy; or]*
- d. you retire; or
- e. you fail to pay any premium required for Long Term Disability coverage; or
- f. you are Disabled under the terms of the Group Policy.

If you become covered for Long Term Disability benefits under another group plan within 31 days after termination of your coverage under the Group Policy, you may not convert your coverage to coverage under a personal plan of long term disability insurance.]

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]

- [a. if *your* Disability begins before age 62, until the later of the date 42 months after the Benefit Payment Period begins, or the date you attain age 65; or
- b. if *your* Disability begins at or after age 62, until the date of completion of the number of months shown below after the 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>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12]

- [a. if *your* Disability begins before age 61, until the later of the date five years after the Benefit Payment Period begins, or the date you attain age 65; or

- b. if *your* Disability begins at or after age 61, and before the date you attain age 69, until the earlier of the date five years after the Benefit Payment Period begins, or the date you attain age 70 (except the Benefit Payment Period will not be less than 12 months); or
- c. if *your* Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.]

- [a. if *your* Disability begins before age 62, until the earlier of the date five years after the Benefit Payment Period starts for one continuous Disability or Recurring Disability, or the date you attain age 65 (except that the Benefit Payment Period will not be less than 42 months); or
- b. if *your* Disability begins at or after age 62, until the date of completion of the number of months shown below after the 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>
62	42
63	36
64	30
65	24
66	21
67	18
68	15
69 and over	12]

- [a. if *your* Disability begins before age 69, until the earlier of the date 24 months after the Benefit Payment Period starts for one continuous Disability or for a Recurring Disability, or the date you attain age 70 (except the Benefit Payment Period will not be less than 12 months); or
- b. if *your* Disability begins at or after age 69, until the date 12 months after the Benefit Payment Period begins.]

[If your Disability begins before age 64, the date of completion of the number of months shown below after the 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>
<i>Less than age 64</i>	<i>36</i>
<i>64</i>	<i>30</i>
<i>65</i>	<i>24</i>
<i>66</i>	<i>21</i>
<i>67</i>	<i>18</i>
<i>68</i>	<i>15</i>

[132] *[If your Disability begins before age 69 to age 70, the date of completion of the number of months shown below after the Benefit Payment Period begins.]*

*Your Age on the Date
Disability Begins*

*Months of the Benefit Payment Period
(Beginning with the date the
Benefit Payment Period begins)*

Age 69 and over

1 year

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 fail to provide any required proof of Disability; or
- d. the date you fail to submit to any required medical examination or evaluation; or
- ~~e. the date you fail to report any required Current Earnings information; or]~~
- ~~f. the date you fail to report income from Other Income Sources; or]~~
- g. the date ten days after receipt of notice from Us if you fail to pursue Social Security Benefits [or benefits under a Workers' Compensation Act or similar law] as described in this booklet; or
- h. the date you perform any work for wage or profit; or]
- i. [the date [12] months after a Benefit Payment Period begins, if you are not approved for disability benefits under the Federal Social Security Act (providing you are eligible) and are not receiving disability benefits under the Federal Social Security Act. There will be a [12] month grace period, beginning on the date [12] months after a Benefit Payment Period starts, during which time your Benefit Payable may be reinstated with retroactive payments if you become approved or reapproved for disability benefits under the Federal Social Security Act; or]
- j. the date you cease to be eligible for disability benefits under the Federal Social Security Act; or]
- k. if Disability results from [alcohol, drug or chemical abuse, dependency, or addiction] [or a][a][Mental Health Condition][Special Condition], the date [12 months] [24 months] [36 months] after the Benefit Payment Period begins; or]
- l. if Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][Mental Health Condition,] the date [12 months][24 months][36 months] after the Benefit Payment Period begins; or]

- m. the date you cease to be under the Regular and Appropriate Care of a Physician[;or
- [n. the date of your retirement; or]
- [o. the date you refuse to participate in or do not comply with a Rehabilitation Plan][; or]
- [p. the date [12] months after a Benefit Payment Period begins if your date of Disability is less than [12] months after the effective date of your coverage under the Group Policy as provided in this booklet on GH 805].]*

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 your return to Active Work as stated in this booklet on GH 805 which would otherwise be effective, will not apply to any benefit payable under this Recurring Disability provision.*

DESCRIPTION OF BENEFITS

[Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]

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

- a. you are limited 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, limit activities and lead Us to conclude that you are Disabled for another condition in and of itself.

[When Disability results from [alcohol, drug or chemical abuse, dependency, or addiction,][or a][a][Mental Health Condition][Special Condition], the maximum number of Benefits Payable for [all such periods][*this period*] of Disability is limited to [12 months] [24 months] [36 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 [12 months] [24 months] [36 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][a][Mental Health Condition] [Special Condition]; then the Benefit Payment Period may be extended to include the time during which you remain confined.]

[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*][*this period*] of Disability is limited to [12 months][24 months][36 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 [12 months][24 months][36 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.]

DESCRIPTION OF BENEFITS

Limitations

No benefits will be paid for any Disability that:

- a. results from willful self-injury *or self-destruction*, while sane or insane; or
- b. results from war or act of war; or
- c. results from *voluntary* participation in an assault, *felony, criminal activity, insurrection, or riot*; 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 by, a complication of, or resulting from a Preexisting Condition as described in this booklet [if you become eligible for insurance after [July 1, 2002]]; or]
- [g. results from a sickness or injury arising out of or in the course of employment for wage or profit; or]
- [h. results from pregnancy, except that benefits will be paid for Complications of Pregnancy. Complications of Pregnancy is any condition that greatly affects the usual medical treatment of a normal pregnancy; this includes nonelective abortion and cesarean section];
or]
- [i. results from a sickness or pregnancy; or]*
- [j. results from disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]*
- [k. results from an injury that occurred when participating in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member] [in a Policyholder-owned] [in an Employer-owned] or leased aircraft on company business]; or]*
- [l. results from duty as a member of a military organization; or]*
- [m. results from the use of alcohol if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*

[n. results from your operation of a motor vehicle or motor boat if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]

[o. results from the use of any drug, narcotic, or hallucinogen not prescribed for you by a licensed Physician].

[Benefits Payable will be limited to [12 months] for each period of continuous Disability while you are residing outside of the United States. For this purpose, you will be considered to reside outside the United States if you have been outside the United States for a total of six months or more during any 12 consecutive month period while receiving Benefits Payable under the Group Policy.]

[Preexisting Conditions Exclusion for Initial Insurance

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or a pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications; [or
- c. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment;]

in the [three month] period before you became insured under the Group Policy.

No benefits will be paid for a Disability that results from a Preexisting Condition unless, on the date you become Disabled, you have been Actively At Work for one full day after completing [the earlier of:

- a. [six consecutive months] during which you were insured under the Group Policy, during which you received no treatment, consultation, care, or service, and no prescription medication was prescribed or taken for the Preexisting Condition; or
- b.] [12 consecutive months] during which you were insured under the Group Policy.]

[Preexisting Conditions Exclusion for Benefit Increases

A Preexisting Condition is any sickness or injury, including all related conditions and complications, or a pregnancy, for which you:

- a. received medical treatment, consultation, care, or services; or
- b. were prescribed or took prescription medications; [or
- c. had symptoms or conditions which would cause a reasonably prudent person to seek diagnosis, care, or treatment;]

in the [three month] period prior to an increase in benefits or change in the Group Policy [, including increases in benefits due to a change in Monthly Earnings of [25%] or greater].

The benefits and the Group Policy provisions in force immediately prior to the increase or change will be payable for the duration of a Disability that:

- a. results from a Preexisting Condition; and
- b. begins within [12 months] after the effective date of the increase in benefits or change in the Group Policy provisions.

[The increase in benefits or change in the Group Policy provisions will be payable if you have received no treatment, consultation, care, or service, and no prescription medication was prescribed or taken for the Preexisting Condition in the [six consecutive months] following the effective date of the increase in benefits or change in the Group Policy provisions. You must be Actively at Work for one full day following this [six consecutive month] period.]

DESCRIPTION OF BENEFITS

[Subrogation and Reimbursement

Applicability

Subject to applicable law, this section will apply if you:

- a. receive benefit payments under the Group Policy as a result of a Disability; and
- b. have a lawful claim against another party, parties, or insurer (including uninsured, underinsured, and no-fault automobile insurers) for compensation, damages, or other payment because of that same Disability.

We will have the right of first reimbursement from any recovery you receive even if you have not been made whole.

Transfer of Rights

When applicable, your rights to claim or receive compensation, damages, or other payments from the other party or parties will be transferred to Us, but only to the extent of benefit payments made under the Group Policy.

Member Obligations

To secure Our rights you must:

- a. Complete any applications or other instruments and provide any documents We might require, and cooperate with Us and Our agents in order to protect Our subrogation rights.
- b. Reimburse Us for benefit payments made under the Group Policy (but not more than the amount paid by the other party or parties), if payment from the other party or parties has been received.
- c. Not take any action that prejudices Our rights. If you enter into litigation or settlement negotiations regarding the obligations of other parties, you must not prejudice, in any way, Our subrogation rights.

The costs of legal representation retained by *Us* in matters related to subrogation will be borne solely by *Us*. The costs of legal representation retained by you will be borne solely by you.]

CLAIM PROCEDURES

Notice of Claim

Written notice of claim must be given to Us within *30 days* after the date of loss for which claim is being made. *If it is not possible to give proof within 90 days after the Elimination Period, it must be given no later than one year after the time proof is required except in the absence of legal capacity.*

Claim Forms

Claim forms and other information needed to provide proof of Disability must be filed with Us in order to obtain payment of benefits. The *[Policyholder]/[Employer]* will provide appropriate claim forms to assist you in filing claims. If the forms are not provided within 15 days after We receive notice of claim, you will be considered to have complied with the requirements of the Group Policy regarding proof of Disability upon submitting, within the time specified below for filing Written proof of Disability, Written proof covering the occurrence, character and extent of the loss.

Proof of Disability

Claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous must be sent to Us within six months after the date you complete an Elimination Period. Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by Us. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. We reserve the right to determine when these conditions are met. Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.

Documentation of Loss

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

- a. Any requested claim form including claim forms from you or your Physician.*
- b. Documentation that 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 and Evaluations in this section).*

f. *A Written authorization, signed by you, on a form supplied by Us, to obtain records and information needed to determine your eligibility for benefits.*

g. *Other proof of loss as required by Us.*

Earnings Documentation

We may require proof to determine your [Predisability Earnings] [and] [Current Earnings]. A company representative has the right to examine 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 may conduct an investigation of your claim at any time, which may include a personal interview with a company representative and/or an examination under oath. Benefits may not be payable until We have had a reasonable time to conduct an investigation of your claim and determine that benefits are payable.

Any costs involved in submission of proof of loss or earnings documentation are your responsibility to pay, except for costs incurred by Us for items c. and e. as shown under Documentation of Loss above or personal interview or financial examination.

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. We will require you to provide additional documentation of your claim, at your expense, at reasonable intervals while you are claiming Disability.

[Proof of Disability while outside the United States

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

- a. Any evidence you submit for your claim will be required to be translated by the U. S. Embassy and contain the U.S. Embassy seal.
- b. You may be required to return to the United States at a frequency We deem necessary to substantiate your claim for Disability. All expenses incurred by you for returning to the United States will be your responsibility.
- c. You must notify Us in advance of any return to the United States and your change of address.

Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the Elimination Period has been completed and the appropriate claim form is received by Us.]

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, provided 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.

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][Employer]; 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)[.];]
- [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 monthly amount which is equal to 1/12 of your annual contract salary in effect prior to the date Disability begins.]

Social Security Estimates

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.

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

- a. apply for disability benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period; and
- c. request reconsideration of the application for Social Security benefits if the original application is denied, and appeal any denial or reconsideration if an appeal appears reasonable.

[Workers' Compensation] [or] [Other Disability Coverage]

Until exact amounts are known, We may estimate the *[Workers' Compensation] [or] [other disability coverage that provides benefits for loss of time from work that are attributable to employer contributions in whole or in part or makes payroll deductions]* benefits for which you are eligible and may include those estimates in your Other Income Sources.

If it is reasonable that you would be entitled to benefits under a *[Workers' Compensation or a similar law] [or] [other disability coverage]*, We will require that you:

- a. apply for benefits within ten days after receipt of Written notice from Us requesting you to apply for such benefits; and
- b. give satisfactory proof within 30 days after receipt of Written notice from Us that you have applied for these benefits within the ten-day period.]

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, at Our option, be paid to your *[spouse][or domestic partner][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*.

Examinations and Evaluations

We *have the right to* require *you to undergo medical evaluations, functional capacity evaluations, vocational evaluations, and or psychiatric evaluations* during the course of a claim. *The examinations or evaluations will be performed by a Physician or evaluator We choose as appropriate for the condition and will be conducted at the time, place and frequency We reasonably requires.* We will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for suspension or denial of your benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of your benefits. If you fail to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be your responsibility.

Legal Action

Legal action to recover benefits under the Group Policy may not be started earlier than 90 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.

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 *engaged in the active performance of all of your regular duties with the intent of continuing the active performance of all said duties on an ongoing basis*. [While on contract following the academic school year, you will be considered Actively at Work.] Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off, *or an approved FMLA leave of absence for the care of a qualified family member* is considered Active Work provided you are able and available for active performance of all of your regular 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. *This includes all sources of income from the [Policyholder] [Employer] that comprised earnings prior to Disability such as Personal Time Off (PTO), sick pay, vacation pay, and holiday pay. Earnings from Secondary Employment are not considered Current Earnings except as identified in Secondary Earnings.* While Disabled, your Monthly Earnings may result from working for the [Policyholder][Employer] or any other employer.]

[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 Domestic Partner, if you and the Domestic Partner complete and submit a Declaration of Domestic Partnership which is approved by Us].

Disability; Disabled

[You will be considered Disabled if, solely and directly because of [sickness, injury, or pregnancy][Injury]:

During the Elimination Period and the [Own Occupation][Own Job] Period, one of following applies:

- a. You cannot perform *[the majority][one or more]* of the Substantial and Material Duties of your *[Own Occupation][Own Job]*.
- b. You are performing the duties of your *[Own Occupation][Own Job]* on a Modified Basis or any occupation and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

After completing the Elimination Period and the *[Own Occupation][Own Job]* Period, one of the following applies:

- a. You cannot perform *[the majority][one or more]* of the Substantial and Material Duties of *[your Own Occupation][your Own Job][any Gainful Occupation][any occupation]* for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your *[Own Occupation][Own Job]* or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy][Injury]*:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

- a. You cannot perform *[the majority][one or more]* of the Substantial and Material Duties of your *[Own Occupation][Own Job]*.
- b. You are performing the duties of your *[Own Occupation][Own Job]* on a Modified Basis or any occupation and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy][Injury]*:

During the Elimination Period and the *[Own Occupation][Own Job]* Period, you cannot perform *[the majority][one or more]* of the Substantial and Material Duties of your *[Own Occupation][Own Job]* and are not working for wage or profit.

After completing the Elimination Period and the *[Own Occupation][Own Job]* Period, you cannot perform *[the majority][one or more]* of the Substantial and Material Duties of any [Gainful Occupation] [occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*:

During the Elimination Period and the Benefit Payment Period, you cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* and are not working for wage or profit.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled during the Elimination Period, if solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*, you cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* and are not working for wage or profit.

You will be considered Disabled during the *[Own Occupation]**[Own Job]* Period if, solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*, one of the following applies:

- a. You cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]*.
- b. You are performing the duties of your *[Own Occupation]**[Own Job]* on a Modified Basis or any occupation and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

You will be considered Disabled after completing the *[Own Occupation]**[Own Job]* Period, if one of the following applies:

- a. You cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled during the Elimination Period, if solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*, you cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* and are not working for wage or profit.

You will be considered Disabled during the Benefit Payment Period, if solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*, one of the following applies:

- a. You cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]*.
- b. You are performing the duties of your *[Own Occupation]**[Own Job]* on a Modified Basis or any occupation and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*:

During the Elimination Period and the *[Own Occupation]**[Own Job]* Period, you cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* and are not working for wage or profit.

After completing the Elimination Period and the *[Own Occupation]**[Own Job]* Period:

- a. You cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit, and
- b. You have been approved for and are receiving Social Security disability benefits.

The loss of a professional or occupational license or certification does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of *[sickness, injury, or pregnancy]**[Injury]*:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

- a. You cannot perform *[the majority]**[one or more]* of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your *[Own Occupation]**[Own Job]* or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[You will be considered Disabled during the Elimination Period and the Benefit Payment Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], you cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[You will be considered Disabled during the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], you cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit.

You will be considered Disabled following the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], one of the following applies:

- a. You cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your /Own Occupation][*Own Job*] or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy][*Injury*]:

During the Elimination Period and the first [two years] of a Benefit Payment Period, you cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience, and are not working for wage or profit.

Following the first [two years] of a Benefit Payment Period:

- a. You cannot perform /the majority][*one or more*] of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience, and are not working for wage or profit; and
- b. You have been approved for and are receiving Social Security disability benefits.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[Disability; Disabled (for Pilots)]

[You will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy][*Injury*]:

During the Elimination Period and the Benefit Payment Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[You will be considered Disabled if, solely and directly because of /sickness, injury, or pregnancy][*Injury*]:

During the Elimination Period and the Benefit Payment Period, you cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation] [occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[You will be considered Disabled during the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], you cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience and are not working for wage or profit.

You will be considered Disabled following the Elimination Period, if solely and directly because of /sickness, injury, or pregnancy][*Injury*], one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of any [Gainful Occupation][occupation] for which you are or may reasonably become qualified based on education, training, or experience.
- b. You are performing the Substantial and Material Duties of your Own Occupation or any occupation on a Modified Basis and are unable to earn more than [80%] of your [Indexed] Predisability Earnings.

The loss of a professional or occupational license or certification, does not, in itself, constitute a Disability.]

[Disability Due to Injury; Injury means a Disability that:

- a. occurs solely and directly because of an accidental injury; and*
- b. begins within [180] days of the accident.*

An accidental injury means an injury that is caused by an accident.

Disability Due to Injury does not include any Disability that occurs directly or indirectly because of:

- [a. disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or]*
- [b. sickness or pregnancy; or]*
- [c. a Mental Health Condition, alcohol, drug or chemical abuse, dependency, or addiction; or]*
- [d. participation in flying, ballooning, parachuting, parasailing, bungee jumping, or other aeronautic activities[, except as a passenger [on a commercial aircraft] [or as a passenger] [or] [crew member][in a Policyholder-owned] [in an Employer-owned] or leased aircraft on company business]; or]*
- [e. the use of alcohol if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [f. your operation of a motor vehicle or motor boat if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or]*
- [g. the use of any drug, narcotic, or hallucinogen not prescribed for you by a licensed Physician].]*

[Domestic Partner means your [opposite sex or] same sex life partner, provided:

- a. the partner is not in the armed forces of any country; and*
- b. the partner is not covered under the Group Policy as a Member; and*
- c. the partner is at least 18 years of age; and*
- d. neither the partner nor you are married to other persons; and*
- e. neither the 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. the partner is not your blood relative; and*
- g. the partner and you have shared the same residence for at least [six] consecutive months and continue to do so; and*

- h. the partner and you are each other's sole life partner and intend to remain so indefinitely; and*
- i. the partner and you are jointly responsible for each other's financial welfare; and*
- j. the 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] [Employer] or has a direct ownership interest in the [Policyholder] [Employer].]

[Employer

[John Doe Company][and shall include any affiliate or subsidiary of the Employer participating under the Group Policy].]

[Flexible Premium Deferred Annuity (FPDA)

An annuity provided by Us to provide for retirement savings in accordance with the Retirement Plan Supplement Benefit. The annuity will be owned by you with full ownership rights.]

[Gainful Occupation

Employment in which you[, while working to full medical and vocational capacity,] could reasonably be expected to earn an amount equal to or greater than [the Primary Monthly Benefit][[60%] of Predisability Earnings].]

Generally Accepted

Treatment, service or medication that:

- a. has been accepted as the standard of practice according to the prevailing opinion among experts as shown by (or in) articles published in authoritative, peer-reviewed medical, and scientific literature; and
- b. is in general use in the medical community; and

- c. is not under continued scientific testing or research as a therapy for the particular sickness or injury which is the subject of the claim.

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]/[Own Job] or any occupation; divided by
- b. your [Indexed] Predisability Earnings.]

[Indexed Predisability Earnings

Your Predisability Earnings adjusted [for increases in the Consumer Price Index] [by 5%].]

[Infectious and Contagious Disease

An Infectious and Contagious Disease is a disease that must be:

- a. categorized by the Centers for Disease Control as Infectious and Contagious; and*
- b. life threatening to you or to the persons with whom you may come in contact.]*

Insurance Month

[Calendar month.] [The first insurance month begins on [November 15, 2002], and ends on December 31, 2002].] [The period of time from the [15th] day of any month to the [14th] day of the next month.]

Maximum Monthly Benefit

[\$6,000] [The lesser of [\$6,000] or [60%] of Predisability Earnings.]

Member

[Any [salaried] person [, residing in the United States, who is a U.S. *[or Canadian]* citizen or is legally working in the United States,] who is a *[full-time] [contracted] [employee][Employee] [or] [independent contractor][working on behalf]* of the *[Policyholder][Employer]* and who [is on contract and] regularly works [an average of] at least *[[30] hours a week]*. Work must be at the *[Policyholder's][Employer's]* usual place or places of business, at an alternative worksite at the direction of the *[Policyholder][Employer]*, or at another place to which the *[contracted] [employee][Employee] [or][independent contractor]* must travel to perform his or her regular duties. *[This excludes any person who is scheduled to work for the [Policyholder][Employer] 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 *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].]

[Modified Basis

You will be considered working on a Modified Basis if you are working [to your full medical and vocational capacity] on [either] a part-time basis [or performing some but not all of the Substantial and Material Duties of the *[occupation][job]* on a full-time basis].]

[Monthly Earnings

[For Members with no ownership interest in the business entity of the *[Policyholder][Employer]*:]

[On any date, your basic monthly (or monthly equivalent) wage then in force, as established by the [Policyholder][Employer]. Basic wage does not include [commissions,] [bonuses,] [stock options,] [tips,] [differential pay,] [housing and/or car allowance,] [or overtime pay]. Basic wage does include [commissions,] [bonuses,] [stock options,] [tips,] [differential pay,] [housing and/or car allowance,] [or overtime pay] [and] [any deferred earnings under a [qualified] [or] [nonqualified] [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].

[[Commissions] [and][bonuses] will be averaged for:

- a. the [two][three][calendar] year period prior to the date Disability begins, if you have been employed for at least [one][two][three][calendar] year(s); or
 - b. the completed months of employment prior to the date Disability begins, if you have been employed for less than [one] [two][three][calendar] year(s).]
-

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

- a. if you have been employed for at least [one][two][three] calendar year(s), was paid to you during the last [two] [three] calendar year(s) and reported on your [Form 1099] [W-2 Wage & Tax Statement [including][excluding][qualified] [nonqualified] 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,][excluding housing and/or car allowance]]; or
 - b. if you have been employed for less than [one][two][three] calendar year(s), was paid to you during the completed months of [employment] [service] divided by the number of such completed months of [employment] [service].]
-

[For Members with a *direct* ownership interest in the business entity of the [Policyholder][Employer], 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][Employer], 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; 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][Employer].

With respect to a Member with an ownership interest of less than [two] calendar year(s), 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.]

[Monthly Earnings (Contract Salary)]

For Members whose annual contract salary is issued on a 12-month basis:

On any date, one twelfth (1/12) of your annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation].]

[Monthly Earnings (Contract Salary - For premium payment purposes)]

On any date, one twelfth (1/12) of your annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or] [extra compensation].]

[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]

For Members whose annual contract salary is issued on a 12-month basis:

On any date, one twelfth (1/12) of your annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation].]

[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]

For Members whose annual contract salary is issued on other than a 12-month basis:

On any date, [one tenth (1/10)] of your annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or][extra compensation]. If you are Disabled and have received benefits for a full or partial school year, Monthly Earnings will be based on one twelfth (1/12) of your annual contract salary in effect prior to the date Disability begins, for the duration of the Disability beginning with the next following school year.]

[Monthly Earnings (Contract Salary - For Benefit Payable purposes)]

For Members whose annual contract salary is issued on other than a 12-month basis:

During the academic school year in which Disability begins, Monthly Earnings are equal to [one tenth (1/10)] of your annual contract salary in effect prior to the date Disability begins. At the beginning of the academic school year that follows the date of Disability, Monthly Earnings are equal to one twelfth (1/12) of your annual contract salary in effect prior to the date Disability begins. Contract salary does [not] include [bonuses,] [overtime,] *[stock options,]* [or] [extra compensation].]

[Other Income Sources

- [a. all disability payments for the month that you [and your Dependents] receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, 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 (or would have received if complete and timely application had been made) under the Federal Social Security Act, 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, 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 from a permanent or temporary award or settlement under a Workers' Compensation Act, or other similar law, whether or not liability is admitted. Payments that are specifically set out in an award or settlement as medical benefits, rehabilitation benefits, income benefits for fatal injuries or income benefits for scheduled injuries involving loss or loss of use of specific body members will not be considered an Other Income Source; and]
- [e. all payments for the month that you receive (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the *[Policyholder]**[Employer]* pays a part of the cost or makes payroll deductions for that coverage; and]
- [f. all payments for the month that you receive or are eligible to receive under another group disability insurance policy; and]
- [g. all payments for the month that you receive under any state disability plan; and]
- [h. all payments attributable to individual disability insurance policies; and]
- [i. all payments attributable to employee paid individual disability insurance policies; and]
- [j. all [sick pay,] [or] [salary continuance payments,] [personal time off,] [severance pay,] [vacation pay,] for the month that you receive from the *[Policyholder]**[Employer]* [.] [For any month, any portion of your contract salary is considered salary continuance if it is received by you for the month regardless of when it is paid to you.]; and]
- [k. 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]**[Employer]*. 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]

- [l. 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]
- [m. all renewal commissions for the month that you receive from the *[Policyholder][Employer]; and]*
- [n. all payments for the month that you receive under state unemployment laws.]*

[NOTE: [If any [sick pay,][salary continuance payments,][personal time off,][severance pay,] [vacation 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 Job

The job the you are routinely performing for the [Policyholder] [Employer] when your Disability begins.]

[Own Job Period

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

[Own Occupation

[The occupation you are routinely performing when Disability begins.] [Your occupation as it is performed in the national economy when Disability begins.] Own Occupation does not mean the specific tasks or job you are performing for the [Policyholder] [Employer] or at a specific location.]

[Own Occupation (for attorneys)

The specialty in the practice of law you are routinely performing for the [Policyholder] [Employer] when your Disability begins.]

[Own Occupation (for physicians)

The general specialty or sub-specialty you routinely perform when your Disability begins. You will be considered practicing in the general specialty category if the sub-specialty in which you are practicing is not recognized by the American Board of Medical Specialties.]

[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, provided that the services provided by such person are within the lawful scope of his or her license.

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

[John Doe Company] [and shall include any affiliate or subsidiary of the Policyholder participating under the Group Policy]. *[The entity to whom the Group Policy is issued.]*

[Post Disability Earnings

Your Monthly Earnings for each month immediately following the termination of your disability claim. This includes all sources of income such as Personal Time Off (PTO), sick pay, vacation pay, and holiday pay. Post Disability Earnings are Monthly Earnings from working for the [Policyholder] [Employer] or any other employer.]]

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 [\$6,000].]

[Primary Monthly Benefit

[60%] of your Predisability Earnings in excess of [\$8,333] per month. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000].]

[Primary Monthly Benefit

[An amount in increments of [\$100] between a minimum of [\$500] and a maximum of [\$6,000] as applied for by you and approved by Us. [The Primary Monthly Benefit will not exceed the lesser of the Maximum Monthly Benefit or [60%] of your Predisability Earnings.]]

[The Primary Monthly Benefit may be subject to the Proof of Good Health requirements as shown in this booklet. Because of the Proof of Good Health requirements, the amount of insurance approved by Us may be different than the amount elected by you. If the approved amount of insurance is different than your election, the approved amount will apply.]

[Progressive Illness

A [noninfectious] disease or disorder of indefinite duration that causes you to gradually become Disabled as the disease or disorder becomes more severe or the symptoms of the disease become more frequent and impact your ability to perform your [Own Occupation][Own Job].]

Proof of Good Health

Written evidence that a person is insurable under Our underwriting standards. This proof must be provided in a form satisfactory 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; and

- d. undergo evaluations and treatment at a frequency intended to return you to full time work; and
- e. pursue reasonable treatment options or recommendations to achieve maximum medical improvement.

We may require you to have your Physician provide Us with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Us.

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

[Rehabilitation Plan

An individualized Written agreement between you and Us, developed with your assistance *and others as appropriate*. The Rehabilitation Plan may include medical, psychological, or vocational services and benefits, which are provided with the intent to restore your ability to perform your *[Own Occupation][Own Job]* or any *[Gainful Occupation][occupation]* which you are or could reasonably become qualified by education, training, or experience.]

[Retirement Plan

[John Doe Company Retirement Plan].]

[Secondary Employment

Employment you are engaged in with an employer, other than the [Policyholder][Employer], prior to the date Disability begins. Earnings from Secondary Employment will be determined by using the average monthly earnings over the [six] calendar months just prior to the date of Disability. Any post disability increase above the average monthly earnings will be considered Current 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 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]

[Special Condition

Special Condition means:

- [a. thoracic outlet syndrome; and]
- [b. headaches (including, but not limited to functional, migraine, organic, sinus, and tension); and]
- [c. chronic fatigue syndrome; and]
- [d. fibromyalgia; and]
- [e. temporomandibular joint (TMJ); and]
- [f. cumulative trauma disorder, overuse syndrome, or repetitive stress disorder, including carpal tunnel syndrome and ulnar tunnel syndrome; and]
- [g. environmental allergies and Multiple Chemical Sensitivity (MCS); and]
- [h. Musculoskeletal and connective tissue disorders of the neck and back including any disease or disorder of the cervical, thoracic, and lumbosacral back and its surrounding soft tissue including sprains and strains of joints and adjacent muscles, except:

Musculoskeletal conditions that are not considered Special Conditions are:

- [(1) arthritis; and]
- [(2) ruptured intervertebral discs; and]
- [(3) scoliosis; and]
- [(4) spinal fractures; and]
- [(5) osteopathies; and]
- [(6) spinal tumors, malignancy, or vascular malformations; and]
- [(7) radiculopathies, documented by electromyogram; and]
- [(8) spondylolisthesis, grade II or higher; and]
- [(9) myelopathies and myelitis; and]
- [(10) demyelinating disease; and]
- [(11) traumatic spinal cord necrosis]*[; and]*

[i. Complex Regional Pain Syndrome (CRPS) .]

Substantial and Material Duties

The essential tasks generally required by employers from those engaged in a particular *[occupation][job]* that cannot be modified or omitted. [If you routinely work on average 40 hours or more per week, We will consider you able to perform the Substantial and Material Duties of *[an occupation][a job]* if you are working, or have the capacity to work, 40 hours per week.]

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.

DESCRIPTION OF BENEFITS

[Infectious and Contagious Disease Benefit]

Benefit Qualification

You will qualify for this Infectious and Contagious Disease Benefit if you have been insured under this benefit on or after the effective date of the Group Policy for a period of at least [12] months and provide verification of the following:

- a. you carry an infectious and contagious disease; and*
- b. you first tested positive for the infectious and contagious disease after the effective date of this benefit; and*
- c. you are not Disabled but at least one of the following has occurred:*
 - (1) your license to practice your [Own Occupation][Own Job] has been revoked; or*
 - (2) your license has limitations or restrictions imposed and as a result, you are unable to perform all of the essential duties of your [Own Occupation][Own Job]; or*
 - (3) you lose patients as a result of voluntary or involuntary disclosure of the infectious and contagious disease; and*
- d. throughout a period of time equal in length to the Elimination Period, you have suffered a loss of earnings in excess of [20%] of your Predisability Earnings immediately prior to the disclosure; and*
- e. you have never refused to be immunized against the infectious and contagious disease for which you are claiming benefits.*

Benefit Payable

The Infectious and Contagious Disease Benefit will be calculated as follows:

(A divided by B) multiplied by C, where:

A = your Predisability Earnings minus Current Earnings from employment

B = your Predisability Earnings

C = your Primary Monthly Benefit payable under the terms of the Group Policy.

Termination

The Infectious and Contagious Disease Benefit will end on the earliest of:

- a. the date [[two] years from the date benefits are payable under this section][you reach Social Security Retirement Age]; or*
- b. the date We determine you have not made every effort to continue to work in your [Own*

Occupation][Own Job] on a full-time basis; or

- c. the date you no longer participate with Us in seeking and applying for suitable alternate work based on your training, education, experience, and comparable income; or*
- d. the date you become eligible for Disability Benefits Payable as described in this booklet on GH 808; or*
- e. the date of your death.*

DESCRIPTION OF BENEFITS

[Progressive Illness Benefit]

Benefit Qualification

You will qualify for this Progressive Illness Benefit if:

- a. you are insured on or after the effective date of the Group Policy; and*
- b. the Progressive Illness is not subject to a Preexisting Conditions Exclusion; and*
- c. you have provided proof from your Physician of the Progressive Illness.*

Your Monthly Earnings will be the greater of:

- a. your Monthly Earnings at the time you provided proof from your Physician of the Progressive Illness; or*
- b. your Monthly Earnings at the time you became Disabled under the Group Policy.*

If you qualify, benefits will be calculated by using your Predisability Earnings and all other terms and conditions of the Group Policy in effect on the date of your Disability.

Until you are Disabled, premiums for your coverage under the Group Policy will be calculated based on the greater of:

- a. your Monthly Earnings under the Progressive Illness Benefit as described above; or*
- b. the Monthly Earnings under the terms of the Group Policy.*

DESCRIPTION OF BENEFITS

[Extended Earnings Protection Benefit]

If you return to work full-time following a Disability and you are earning a reduced income, you may qualify for Extended Earning Protection Benefits.

Eligibility

You will be eligible for Extended Earnings Protection Benefits if:

- a. you have been Disabled while insured under the Group Policy and have established a Benefit Payment Period; and*
- b. you are now working full-time for the [Policyholder] [Employer] or another employer; and*
- c. you are performing all of the Substantial and Material Duties of your [Own Occupation][Own Job] or other [occupation][job]; and*
- d. as a result of your Disability, you are earning less than [80%] of your Predisability Earnings; and*
- e. you provide proof each month of your current Post Disability Earnings.*

Benefit Payable

The Extended Earnings Protection Benefit will be proportional to your reduction in earnings and will be calculated as follows:

(A divided by B) multiplied by C, where:

A = your Predisability Earnings minus Post Disability Earnings from employment

B = your Predisability Earnings

C = the Primary Monthly Benefit that would be payable if you were Disabled and not earning more than 20% of your Predisability Earnings

Termination

Insurance will terminate on the earliest of:

- a. the date benefits have been payable for a maximum duration of [six months]; or*
- b. the date you are earning more than [80%] of your Predisability Earnings; or*
- c. the date you fail to submit proof of your Post Disability Earnings; or*
- d. the date you become eligible for Benefits Payable as described in this booklet on GH 808.*

DESCRIPTION OF BENEFITS

[Business Protection Benefit]

Eligibility

You will be eligible for Business Protection Benefits if:

- a. you are actively engaged on a full-time basis in the business of the [Policyholder] [Employer] and you are covered under the Group Policy; and*
- b. you became Disabled while covered under the Business Protection Benefit; and*
- c. you remain Disabled longer than the Elimination Period; and*
- d. you are receiving a Monthly Benefit for the Disability under the Group Policy.*

Benefit Payable

The Benefit Payable for each full month you are Disabled will be [[60%] of your Predisability Earnings.][the lesser of:

- a. [60%] of your Predisability Earnings; or*
- b. your Primary Monthly Benefit.]*

We will proportionally reduce the Business Protection Benefit as follows:

(A divided by B) multiplied by C, where:

A = your Predisability Earnings minus Current Earnings from employment

B = your Predisability Earnings

C = the Primary Monthly Benefit that would be payable if you were Disabled [and not earning more than 20% your Predisability Earnings]

Any benefits payable under this Business Protection Benefit will be paid to the [Policyholder][Employer] by which you are employed.

[Your maximum Benefit Payment Period under this Business Protection Benefit for all such periods of Disability is limited to [12 months]. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined.]

Termination

The Business Protection Benefit will terminate on the earlier of:

- a. the date you cease to be Disabled; or*

- b. the date benefits would otherwise terminate as described in this booklet on GH 819; or*
- [c. the date [12] monthly Business Protection Benefit payments have been paid; or]*
- [d. the date you cease to be a Member as defined in this booklet; or]*
- e. the date of your death.*

DESCRIPTION OF BENEFITS

[Medical Premium Supplement Benefit]

Eligibility

You will be eligible for Medical Premium Supplement Benefits if you:

- a. have satisfied the Benefit Qualifications as described in this booklet on GH 807; and*
- b. have been Disabled for [six months]; and*
- c. are eligible for and have elected Consolidated Omnibus Budget Reconciliation Act (COBRA) coverage under an employer-sponsored group medical insurance plan; or*
- d. are eligible for and have elected any medical coverage continuation that may be available under a state continuation law.*

Benefit Payable

In addition to the Benefit Payable described on GH 808, We will reimburse you for actual monthly medical premium expenses incurred, not to exceed [\$300] per month for a period of up to [29] consecutive months.

Termination

The Medical Premium Supplement Benefit will terminate on the earlier of:

- a. the date benefits would otherwise terminate as described in this booklet on GH 819; or*
- b. the date you become covered under an employer-sponsored medical plan other than coverage provided under COBRA or a state continuation law; or*
- c. the date you terminate any group medical coverage you have elected under COBRA as described under **Eligibility** in this section; or*
- d. the date you terminate any group medical coverage you have elected under a state continuation law as described under **Eligibility** in this section.*

DESCRIPTION OF BENEFITS

[Dependent Spouse Activities of Daily Living (ADL) Benefit]

Definitions

a. *Activities of Daily Living (ADL) Disabled*

Your Dependent Spouse will be considered ADL Disabled under this provision if, as a result of sickness or injury, your Dependent Spouse has lost the ability to safely and completely perform [[two] or more] Activities of Daily Living without another person's assistance or verbal cueing or your Dependent Spouse has a deterioration or loss in intellectual capacity and needs another person's assistance or verbal cueing for his or her protection or for the protection of others.

b. *Activities of Daily Living (ADL) mean:*

- (1) Bathing – the ability to wash oneself in the tub or shower or by sponge with or without equipment or adaptive devices.*
- (2) Dressing – the ability to put on and take off garments and medically necessary braces or artificial limbs usually worn and to fasten or unfasten them.*
- (3) Eating/Feeding – the ability to get nourishment into the body by any means once it has been prepared and made available.*
- (4) Toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to care for clothing.*
- (5) Transferring – the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches, grab bars or other support devices including mechanical or motorized devices.*
- (6) Continence – the ability to voluntarily control bowel and bladder function, or in the event of incontinence, the ability to maintain a reasonable level of personal hygiene.*

Eligibility

Your Dependent Spouse will be eligible for ADL benefits if the ADL Disability begins while you are insured under the Group Policy, this Dependent Spouse Activities of Daily Living Benefit is in force, and your Dependent Spouse:

- a. cannot perform the majority of the Substantial and Material Duties of any occupation for which he or she is or may reasonably become qualified based on education, training, or experience; and*
- b. is ADL Disabled [for a period of at least [12] consecutive months]; and*
- c. satisfies the claim requirements as described in this booklet on GH 823; and*

- d. *is under the Regular and Appropriate Care of a Physician; and*
- e. *is not insured under the Group Policy as a Member; and*
- f. *provides proof of ADL Disability by submitting to Us:*
 - (1) *a statement from his or her Physician; and*
 - (2) *any other medical information that We believe necessary to confirm his or her status.*

Limitations

No benefits will be paid for any ADL Disability that results from:

- a. *willful self-injury, while sane or insane; or*
- b. *war or act of war; or*
- c. *participation in an assault or felony[; or*
- d. *a sickness or injury arising out of or in the course of employment for wage or profit][; or*
- e. *the use of alcohol if, at the time of the injury, your Dependent Spouse's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs][; or*
- f. *the operation by your Dependent Spouse of a motor vehicle or motor boat if, at the time of the injury, your Dependent Spouse's alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs][; or*
- g. *the use of any drug, narcotic, or hallucinogen not prescribed for your Dependent Spouse by a licensed Physician].*

Benefit Payable

The monthly Dependent Spouse Activities of Daily Living Benefit will be [\$1000] and paid to you. Payment will be made monthly and begin one month following the satisfaction of the eligibility requirements listed above.

The maximum Benefit Payment Period will be [24] months.

[The maximum Benefit Payment Period under this Dependent Spouse Activities of Daily Living Benefit for all such periods of Disability is limited to [24] months. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined.]

If your death occurs before all of the payments have been made, any remaining payments will be paid to your Dependent Spouse.

Termination

This benefit will terminate on the earlier of:

- a. the date ADL Disability ends; or*
- b. the date your Dependent Spouse no longer meets the definition of a Dependent Spouse as defined in this booklet; or*
- c. the date We have paid the maximum benefit period for this benefit as described above; or*
- d. the date your Dependent Spouse no longer meets the eligibility requirements listed above;
or*
- e. the date your Dependent Spouse dies.*

DESCRIPTION OF BENEFITS

[Physician Education Benefit]

Physician Education Benefit

While you are Disabled and insured under the Group Policy, you may qualify to receive this Physician Education Benefit. We will work with you, and others as appropriate, to develop an Education Plan.

For the purpose of this benefit, an Education Plan is an individualized mutually agreed upon Written plan between you and Us that is intended to return you to work in a new specialty as a Physician.

Eligibility

You will be eligible for the Physician Education Benefit if you[:

- a.]have satisfied the Benefit Qualifications listed on GH 807 in this booklet[; and*
- b. have received Disability benefits under the Group Policy for [six] [consecutive] months].*

Benefit Payable

In addition to the Benefit Payable provisions described on GH 808 in this booklet, We will reimburse up to [100%] of actual expenses which you incur for the purpose of retraining for a new specialty as a Physician. Reimbursable expenses include tuition, books, study materials, and other related expenses as approved by Us.

This benefit is subject to a [\$30,000] lifetime maximum. There is not a separate maximum for each period of Disability, but a combined lifetime maximum for all periods of Disability, either separate or combined, will apply.

Termination

This benefit will terminate on the earliest of:

- a. the date you are no longer Disabled; or*
- b. the date benefits would otherwise terminate as described on GH 819 in this booklet; or*
- c. the date you reach the maximum benefit payable under this Physician Education Benefit;
or*
- d. the date you fail to follow the Education Plan.*

If your death occurs before all of the payments have been made, any remaining payments will be paid according to the Facility of Payment provisions as described in this booklet on GH 823.

POLICY NOTICE

Arkansas insurance law requires each group policy covering Arkansas residents to include the address and telephone number of: (1) the insurance company issuing the policy, and (2) the Arkansas Insurance Department. The information is as follows:

- (1) Principal Life Insurance Company
711 High Street
Des Moines, Iowa 50392-0001

Disability claim-related inquiries:
Attn: Group Claim – Disability Info Line Services
Telephone: 1-800-245-1522

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

- (2) Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone: (501) 371-2640

Toll-free Telephone Number: 1-800-852-5494

This Notice is for the Policyholder's information only and does not become a part or condition of this Group Policy.

BOOKLET-CERTIFICATE NOTICE

Arkansas insurance law requires that, if a Group Policy covers any residents of Arkansas, the certificate must include the address and telephone number of: (1) the insurance company issuing the Group Policy, and (2) the Arkansas Insurance Department. The information is as follows:

- (1) Principal Life Insurance Company
711 High Street
Des Moines, Iowa 50392-0001

Disability claim-related inquiries:
Attn: Group Claim – Disability Info Line Services
Telephone: 1-800-245-1522

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

- (2) Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone: (501) 371-2640

Toll-free Telephone Number: 1-800-852-5494

If you call or write either of the above, please provide all relevant information pertaining to your inquiry, including the group account number and your full name and address.

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

SERFF Tracking Number: PRLF-125684922 *State:* Arkansas
Filing Company: Principal Life Insurance Company *State Tracking Number:* 40121
Company Tracking Number:
TOI: H11G Group Health - Disability Income *Sub-TOI:* H11G.003 Long Term
Product Name: 2008 LTD Filing
Project Name/Number: AR 2008 LTD/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLF-125684922 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number: 40121
Company Tracking Number:
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: 2008 LTD Filing
Project Name/Number: AR 2008 LTD/

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 09/05/2008
Comments:
Attachment:
LTD Certification of Readability.pdf

Satisfied -Name: Application **Review Status:** Approved-Closed 09/05/2008
Comments:
Employer application used with this product is form GP 45697-5, approved by your Department on June 9, 2006.

Satisfied -Name: LTD Forms List **Review Status:** Approved-Closed 09/05/2008
Comments:
Attachment:
LTD Forms List.pdf

Satisfied -Name: LTD Addendum **Review Status:** Approved-Closed 09/05/2008
Comments:
Attachment:
LTD Addendum.pdf

Satisfied -Name: LTD Statement of Variability **Review Status:** Approved-Closed 09/05/2008
Comments:
Attachment:
LTD Statement of Variability.pdf

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATION OF READABILITY

I, Mark L. Hill, an Officer of Principal Life Insurance Company hereby certify that the attached form(s) has (have) achieved a Flesch Reading Ease Score of:

Form No.	Form Name	Flesch Score
GC 3000-1	Group Long Term Disability Policy Forms	52.7
GH 800-1	Group Long Term Disability Booklet-Certificate Form	50.1

and complies with the requirements of Ark. Stat. Ann. Sections 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

PRINCIPAL LIFE INSURANCE COMPANY



Mark L. Hill, Director
Group Life and Health Compliance

August 29, 2008

Date

12/1999



Long Term Disability Series Policy and Booklet Forms for the State of Arkansas

GC 3000-1 SERIES POLICY FORMS

New Policy Form Number	Title	Replacing Form Number
GC 3000-1	Title Page	GC 3000
GC 3001-2	TABLE OF CONTENTS	GC 3001-1
GC 3002-1	PART IA – LONG TERM DISABILITY SUMMARY OF BENEFITS	GC 3002
GC 3004-2	PART I – DEFINITIONS	GC 3004-1
GC 3006-3	PART II – POLICY ADMINISTRATION – Section A – Contract	GC 3006-2
GC 3008-2	PART II – POLICY ADMINISTRATION –Section B – Premiums	GC 3008-1
GC 3010-3	PART II - POLICY ADMINISTRATION – Section C – Policy Termination	GC 3010-2
GC 3012-2	PART III – INDIVIDUAL REQUIREMENTS AND RIGHTS - Section A – Eligibility	GC 3012-1
GC 3014-1	PART III – INDIVIDUAL REQUIREMENTS AND RIGHTS – Section B – Effective Dates	GC 3014
GC 3016-1	PART III – INDIVIDUAL REQUIREMENTS AND RIGHTS – Section C - Member Termination, Continuation, and Reinstatement	GC 3016
GC 3018-1	PART IV – BENEFITS – Section A – Benefit Qualification	GC 3018
GC 3020-1	PART IV – BENEFITS – Section B – Benefits Payable	GC 3020
GC 3022-1	PART IV – BENEFITS – Section C – Rehabilitation [Services and] Benefits	GC 3022
GC 3024-1	PART IV – BENEFITS – Section D – Spouse Rehabilitation Benefit	GC 3024
GC 3026-1	PART IV – BENEFITS – Section E – Survivor Benefit [and Accelerated Survivor Benefit]	GC 3026
GC 3028	PART IV – BENEFITS – Section F – Cost of Living Adjustment	No Change
GC 3030-1	PART IV – BENEFITS – Section G – Activities of Daily Living (ADL) Benefit	GC 3030
GC 3032	PART IV – BENEFITS – Section H – Education Benefit	No change
GC 3034-1	PART IV – BENEFITS – Section I – Retirement Plan Supplement Benefit	GC 3034
GC 3036-1	PART IV – BENEFITS – Section J - Accidental Disability Benefit	GC 3036
GC 3038-1	PART IV – BENEFITS – Section K - Monthly Payment Limit	GC 3038
GC 3040-1	PART IV – BENEFITS – Section L - Conversion Privilege	GC 3040
GC 3042-1	PART IV – BENEFITS – Section M - Benefit Payment Period and Recurring Disability	GC 3042

Long Term Disability Series Policy and Booklet Forms for the State of Arkansas

New Policy Form Number	Title	Replacing Form Number
GC 3044-1	PART IV – BENEFITS – Section N - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]	GC 3044
GC 3046-2	PART IV – BENEFITS – Section O – Limitations	GC 3046-1
GC 3048	PART IV – BENEFITS – Section P - Subrogation and Reimbursement	No change
GC 3050-1	PART IV – BENEFITS – Section Q – Claims Procedures	GC 3050
GC 3052	PART V – PARTICIPATING UNIT PROVISIONS	No change
GC 3054	PART IV – BENEFITS – Section R – Infectious and Contagious Disease Benefit	New form
GC 3056	PART IV – BENEFITS – Section S – Progressive Illness Benefit	New form
GC 3058	PART IV – BENEFITS – Section T – Extended Earnings Protection Benefit	New form
GC 3060	PART IV – BENEFITS – Section U – Business Protection Benefit	New form
GC 3062	PART IV – BENEFITS – Section V – Medical Premium Supplement Benefit	New form
GC 3066	PART IV – BENEFITS – Section X – Dependent Spouse Activities of Daily Living (ADL) Benefit	New form
GC 3068	PART IV – BENEFITS – Section Y – Physician Education Benefit	New form
GC 803 AR	POLICY NOTICE	No change

GH 800-1 BOOKLET-CERTIFICATE FORMS

New Booklet Form Number	Title	Replacing Form Number
GH 800-1	Introductory Page	GH 800
GH 801-1	Table of Contents	GH 801
GH 802-1	Long Term Disability Summary of Benefits	GH 802
GH 804-2	How to be Insured – Eligibility and Individual Incontestability	GH 804-1
GH 805-1	How to be Insured – Effective Dates	GH 805
GH 806-1	How to be Insured – Termination, Continuation and Reinstatement	GH 806
GH 807-1	Description of Benefits – Benefit Qualification	GH 807
GH 808-1	Description of Benefits – Benefits Payable	GH 808
GH 809-1	Description of Benefits – Rehabilitation [Services and] Benefits	GH 809
GH 810-1	Description of Benefits – Spouse Rehabilitation Benefit	GH 810

Long Term Disability Series Policy and Booklet Forms for the State of Arkansas

New Booklet Form Number	Title	Replacing Form Number
GH 811-1	Description of Benefits – Survivor Benefit [and Accelerated Survivor Benefit]	GH 811
GH 812	Description of Benefits – Cost of Living Adjustment	No change
GH 813-1	Description of Benefits – Activities of Daily Living (ADL) Benefit	GH 813
GH 814	Description of Benefits – Education Benefit	No change
GH 815-1	Description of Benefits – Retirement Plan Supplement Benefit	GH 815
GH 816-1	Description of Benefits – Accidental Disability Benefit	GH 816
GH 817-1	Description of Benefits – Monthly Payment Limit	GH 817
GH 818-1	Description of Benefits – Conversion Privilege	GH 818
GH 819-1	Description of Benefits – Benefit Payment Period and Recurring Disability	GH 819
GH 820-1	Description of Benefits - Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addiction,][or a][a][Mental Health Condition][Special Condition]	GH 820
GH 821-2	Description of Benefits – Limitations	GH 821-1
GH 822	Description of Benefits – Subrogation and Reimbursement	No change
GH 823-1	Claim Procedures	GH 823
GH 824-2	Definitions	GH 824-1
GH 825	Description of Benefits – Infectious and Contagious Disease Benefit	New form
GH 826	Description of Benefits – Progressive Illness Benefit	New form
GH 827	Description of Benefits – Extended Earnings Protection Benefit	New form
GH 828	Description of Benefits – Business Protection Benefit	New form
GH 829	Description of Benefits – Medical Premium Supplement Benefit	New form
GH 831	Description of Benefits – Dependent Spouse Activities of Daily Living (ADL) Benefit	New form
GH 832	Description of Benefits – Physician Education Benefit	New form
GH 198 AR	Booklet-Certificate Notice	No change

LONG TERM DISABILITY ADDENDUM FOR GC 3000-1 ET AL
SUBMISSION DATE AUGUST 29, 2008

The following is a list of policy forms included in this submission, providing a brief description of the changes made on each form. Please refer to the Statement of Variability included with the filing for an explanation of the variables included on each form. Please refer to the attached forms listing for a list of those forms which are being replaced.

GC 3000-1 – Title Page

- Added variable for Injury only plan

GC 3004-2 – Definitions

- Revised definition of Actively at Work
- Revised definition of Current Earnings
- Added new definition of Dependent Spouse
- Revised definition of Disability
- Added new definition of Disability Due to Injury
- Revised definition of Elimination Period
- Added a new definition of Employee
- Revised definition of Income Loss Percentage
- Revised definition of Indexed Predisability Earnings
- Added new definition of Infectious and Contagious Disease
- Revised definition of Maximum Monthly Benefit
- Revised definition of Member
- Revised definition of Mental Health Condition
- Revised definition of Modified Basis
- Revised definitions of Monthly Earnings
- Revised definition of Other Income Sources
- Added new definition of Own Job and Own Job Period
- Revised definition of Own Occupation and added new optional definitions of Own Occupation
- Revised definition of Physician
- Added new definition of Post Disability Earnings
- Revised definition of Primary Benefit
- Revised definition of Prior Plan
- Added new definition of Progressive Illness
- Revised definition of Rehabilitation Plan
- Added new definition of Secondary Employment
- Revised definition of Special Conditions
- Revised definition of Substantial and Material Duties

GC 3006-3 – Contract

- Revised [Policyholder][and][Participating Unit(s)] Eligibility Requirements
- Revised Policy Interpretation wording
- Added Self Accounting [Policyholder][Participating Unit] Responsibilities variable

LONG TERM DISABILITY ADDENDUM FOR GC 3000-1 ET AL
SUBMISSION DATE AUGUST 29, 2008

GC 3008-2 – Premiums

- Revised grace period options in Article 1
- Revised premium rate change options in Article 3
- Revised contributions options in Article 5

GC 3010-3 – Policy Termination

- Included additional variable termination provisions in Article 3

GC 3012-2 - Eligibility

- Removed definition of Member that appeared on this page

GC 3014-1 – Effective Dates

- Revised Articles 2, 3, 4, and 5, to be optional variables
- Revised Articles 6, 6A, and 7 to add variables for proof of good health

GC 3016-1 – Member Termination, Continuation, and Reinstatement

- Revised Article 3 to add injury only variable
- Revised Article 4 to add labor strike variable

GC 3018-1 – Benefit Qualification

- Added variable to identify a specified income loss requirement among the criteria in establishing a Benefit Payment Period
- Added a variable address benefits payable during an incarceration
- Removed definitions that appeared on this page

GC 3020-1 – Benefits Payable

- Added variability to remove Other Income Sources as a reduction source
- Added variables for “Own Occupation” and added “Own Job” variables
- Added additional “if working” variable options for
- Added variable text to require earnings of at least 20% to be considered “working”
- Added variable option of electing a flat percentage amount for Indexing rather than basing it on CPI
- Removed definitions that appeared on this page

LONG TERM DISABILITY ADDENDUM FOR GC 3000-1 ET AL
SUBMISSION DATE AUGUST 29, 2008

GC 3022-1 – Rehabilitation [Services and] Benefits

- Revised text to “and others as appropriate” rather than specify the Member’s physician and the policyholder
- Removed definitions that appeared on this page
- Added variables for “Own Occupation” and added “Own Job” variables
- Added variable within Reasonable Accommodation Benefit to be able to elect an amount equal to the Primary Benefit or a multiple thereof
- Added additional flexibility to the Return to Work Childcare Benefit to allow for continued benefit after a specified time period at a different (generally reduced) amount. Also added a variable to change the age requirement for eligibility

GC 3024-1 –Spouse Rehabilitation Benefit

- Added variable to include Dependent Spouse (includes a Domestic Partner) on an as needed basis

GC 3026-1 –Survivor Benefit [and Accelerated Survivor Benefit]

- Revised text in Articles 1 and 2 to indicate that the survivor benefit will be based on the Benefit Payable to the Member instead of the Primary Monthly Benefit amount
- Added variable to include Dependent Spouse or domestic partner on an as needed basis

GC 3030-1 –Activities of Daily Living (ADL) Benefit

- Added variables to allow for extended ADL option beyond the date claim would normally terminate
- Added variables for additional termination provisions

GC 3034-1 –Retirement Plan Supplement Benefit

- Added variables increasing the benefit percentage maximum from 10% to 15% of predisability earnings
- Added variable to cap the monthly benefit payable to a specific dollar amount
- Added variables for 403(b) plan

GC 3036-1 –Accidental Disability Benefit

- Added definitions for Accident and Loss of Use
- Added variables for loss of use and paralysis
- Added variable for the ability to change the elimination period for benefits in the event of a Disability due to an Accident

**LONG TERM DISABILITY ADDENDUM FOR GC 3000-1 ET AL
SUBMISSION DATE AUGUST 29, 2008**

GC 3038-1 – Monthly Payment Limit

- Added variability to remove Other Income Sources as a reduction source
- Added variables for “Own Occupation” and added “Own Job” variables
- Added variables to percentage amount to provide flexibility to use something other than 100%
- Added variables to allow for new optional benefits to be included in determining the monthly payment limit

GC 3040-1 – Conversion Privilege

- Added additional conversion reasons for termination due to employment ending for any reason other than retirement and ceasing to be in a class for which insurance is provided

GC 3042-1 – Benefit Payment Period and Recurring Disability

- Added additional benefit duration options
- Added variability to remove Other Income Sources as a termination reason
- Revised Recurring Disability text to make the return to Active Work a variable and to add text regarding a salary increase occurring during a return to active work

GC 3044-1 – Treatment of [Alcohol, Drug or Chemical Abuse, Dependency, or Addition][or a][Mental Health Condition][Special Condition]

- Added variables to remove lifetime maximum language
- Added variables to make the benefit per occurrence in lieu of all occurrences

GC 3046-2 – Limitations

- Added variable text in several limitations
- Added a variable limitation for sickness or pregnancy when an injury only plan is sold
- Revised Replacement of Prior Plan text
- Removed definitions that appeared on this page

GC 3050-1 – Claims Procedures

- Revised Notice of Claim procedures
- Added Documentation of Loss, Earnings Documentation, and Investigation of Member’s Claim provisions
- Revised Workers’ Compensation estimation text and added variables for other types of disability coverage that may be estimated
- Revised Examinations and Evaluations text

LONG TERM DISABILITY ADDENDUM FOR GC 3000-1 ET AL
SUBMISSION DATE AUGUST 29, 2008

GC 3054 – Infectious and Contagious Disease Benefit

- New form added to pay a proportionate benefit to a Member who suffers an income loss due to an infectious and contagious disease

GC 3056 – Progressive Illness Benefit

- New form added to allow Member's to "lock in" their Predisability earnings in the event of a progressive illness that is expected to deteriorate over time

GC 3058 – Extended Earnings Protection Benefit

- New form added to allow a continued proportionate benefit for a defined period of time when a Member is no longer Disabled but continues to suffer an income loss

GC 3060 – Business Protection Benefit

- New form added to pay a benefit to the policyholder in the event of a Disability of key employee at a specified percentage and duration

GC 3062 – Medical Premium Supplement Benefit

- New form added to pay a benefit in addition to disability income to offset the cost of medical premiums when medical coverage under COBRA or other state continuation law is continued

GC 3066 – Dependent Spouse Activities of Daily Living (ADL) Benefit

- New form added to pay the Member a benefit in the event a dependent spouse becomes ADL Disabled

GC 3068 – Physician Education Benefit

- New form added to pay the educational costs of a physician up to a specified dollar amount with the intention of returning them to work in a new specialty

STATEMENT OF VARIABILITY
Group Long Term Disability Insurance Policy Forms, GC 3000-1 et al

- [1] These forms are being submitted for use with all types of eligible groups allowed under Arkansas statutes, including single-employer groups and multiple employer groups (METS). As such, throughout the policy, we have included variable text to accommodate these different types of groups.

[1A] This variable will be used if a Policyholder elects an injury only disability plan.

- [2] The summary is included to show highlights of the provisions of the Group Policy. Only those benefits that have been selected by the Policyholder will be shown on the summary.

Policy Form GC 3004-2

- [3] Definition of “Active Work; Actively at Work”: This definition will always be used. The variable may be included when teachers are covered under the policy.

- [4] Definition of “Current Earnings”: This definition is used if the Policyholder elects a partial or residual disability plan option. In this definition and throughout the policy, the variable “[Participating Unit]” will be used (where appropriate) in lieu of “[Policyholder]” when the policy is issued to a MET.

- [5] Definition of “Dependent”: This definition will be used if the Policyholder elects the Primary and Family Social Security Integration plan option.

- [6] *Definition of “Dependent Spouse”: This definition will be used for the purpose of the Dependent Spouse Activities of Daily Living Benefit and payment of the Survivor Benefit. The standard definition will be a spouse legally married to the Member but will have the option of adding a domestic partner if agreed to by The Principal and the Policyholder.*

- [7] Definition of “Disability; Disabled”: One of the following definitions of “disability/ disabled” will always be used, depending on the plan options elected by the Policyholder. The residual disability plan will be standard, and the total disability plan and partial disability plan will be options.

- *The variable for “[one or more] of the Substantial and Material Duties of his or her [Own Occupation]” will be used in place of “[the majority] of the Substantial and Material Duties of his or her [Own Occupation]” if elected by the Policyholder.*
- *The definitions also include the option of a plan of benefits that covers “sickness, injury, or pregnancy” or an “Injury” only plan where indicated.*
- *If elected by the Policyholder, the variables of [Own Job] and [job] will be used instead of the variable for [Own Occupation] and [occupation]. The [Own Occupation] [occupation] variables will normally be used.*
- *The [Own Job] variable can also be used in addition to the [Own Occupation] variable depending on the plan elected by the Policyholder.*

STATEMENT OF VARIABILITY
Group Long Term Disability Insurance Policy Forms, GC 3000-1 et al

- [7A] This definition of “disability/disabled” will be used if the Policyholder elects the residual disability plan option and the “own occupation” *or “own job”* period.
- [7A1] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [7A2] The [Indexed] variable is normally used with the residual disability option, however this variable can be removed if the Policyholder elects to have the residual disability option written without the indexing of pre-disability earnings.
- [7A3] The [Gainful Occupation] variable is optional and is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in [7A1] will be 80% during the “Own Occupation Period” *or “Own Job Period”*, and a percentage equal to the “Primary Monthly Benefit” percentage after the “Own Occupation Period” *or “Own Job” period* ends. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7B] This definition of “disability/disabled” will be used if the Policyholder elects the residual disability plan option, and the “own occupation” *or “own job”* period lasts during the elimination period and the benefit payment period.
- [7B1] The [80%] variable is standard and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [7B2] The [Indexed] variable is normally used with the residual disability option, however this variable can be removed if the Policyholder elects to have the residual disability option written without the indexing of pre-disability earnings.
- [7C] This definition of “disability/disabled” will be used if the Policyholder elects the total disability plan option and the “own occupation period” *or “Own Job” period* is one year, 2 years, 3 years, 5 years, or 10 years.

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- [7C1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7D] This definition of “disability/disabled” will be used if the Policyholder elects the total disability plan option, and the “own occupation period” *or “Own Job” period* lasts during the “elimination period” and the benefit payment period.
- [7E] This definition of “disability/disabled” will be used if the Policyholder elects the partial disability plan option and the “own occupation period” *or “Own Job” period* is one year, 2 years, 3 years, 5 years, or 10 years.
- [7E1] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [7E2] The [Indexed] variable is normally used with the partial disability option, however this variable can be removed if the Policyholder elects to have the partial disability option written without the indexing of pre-disability earnings.
- [7E3] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in [7E1] will be 80% during the “Own Occupation Period” *or “Own Job” period*, and a percentage equal to the “Primary Monthly Benefit” percentage after the “Own Occupation Period” *or “Own Job” period* ends. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7F] This definition of “disability/disabled” will be used if the Policyholder elects the partial disability plan option, and the “own occupation period” *or “Own Job” period* lasts during the elimination period and the benefit payment period.
- [7F1] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*

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- [7F2] The [Indexed] variable is normally used with the partial disability option, however this variable can be removed if the Policyholder elects to have the partial disability option written without the indexing of pre-disability earnings.
- [7G] This definition of “disability/disabled” will be used if the Policyholder elects the total disability plan option with social security approval required after completion of the elimination period and the “own occupation period” *or “Own Job” period.*
- [7G1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7H] This definition of “disability/disabled” will be used if the Policyholder elects the residual disability plan option with an any occupation provision during the elimination period and the benefit payment period.
- [7H1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in [7H2] will be equal to the “Primary Monthly Benefit” percentage. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7H2] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [7H3] The [Indexed] variable is normally used with the residual disability option, however this variable can be removed if the Policyholder elects to have the residual disability option written without the indexing of pre-disability earnings.
- [7I] This definition of “disability/disabled” will be used if the Policyholder elects the total disability plan option with an any occupation *or “Own Job”* provision during the elimination period and the benefit payment period.
- [7I1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If “Gainful Occupation” is not used, the [occupation] variable will be used.

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- [7J] This definition of “disability/disabled” will be used if the Policyholder elects the partial disability plan option with an any occupation *or “Own Job”* provision during the elimination period and the benefit payment period.
- [7J1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in footnote [7J2] will be equal to the “Primary Monthly Benefit” percentage. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [7J2] The [80%] variable is normally use and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [7J3] The [Indexed] variable is normally used with the partial disability option, however this variable can be removed if the Policyholder elects to have the partial disability option written without the indexing of pre-disability earnings.
- [7K] This definition of “disability/disabled” will be used if the Policyholder elects the total disability plan option with social security approval required, with an any occupation *or “Own Job”* provision during the elimination period and the benefit payment period.
- [7K1] The [two years] variable indicates the period of time following the elimination period after which receipt of Social Security disability benefits will be used as a qualification criteria for disability. The [two years] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [7K2] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If “Gainful Occupation” is not used, the [occupation] variable will be used.
- [8] Definition of “Disability; Disabled” (for Pilots): One of the following definitions of “disability/disabled” will generally be used. However, this definition may be removed at the request of the Policyholder. The definition will be as follows:
- [8A] This definition of “disability/disabled” (for Pilots) will be used if the Policyholder elects the residual disability plan option.

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- [8A1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in [8A2] will be to the “Primary Monthly Benefit” percentage. If “Gainful Occupation” is not used, the [occupation] variable will always be used.
- [8A2] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [8A3] The [Indexed] variable is normally used with the residual disability option, however this variable can be removed if the Policyholder elects to have the residual disability option written without the indexing of pre-disability earnings.
- [8B] This definition of “disability/disabled” (for Pilots) will be used if the Policyholder elects the total disability plan option.
- [8B1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If “Gainful Occupation” is not used, the [occupation] variable will always be used.
- [8C] This definition of “disability/disabled” (for Pilots) will be used if the Policyholder elects the partial disability plan option.
- [8C1] The [Gainful Occupation] variable is used if “Gainful Occupation” is included as a plan option. If the “Gainful Occupation” variable is used, the percentage in [8C2] will be equal to the “Primary Monthly Benefit” percentage. If “Gainful Occupation” is not used, the [occupation] variable will always be used.
- [8C2] The [80%] variable is normally used and indicates a 20% income loss is required for a Member to be considered disabled. *The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.*
- [8C3] The [Indexed] variable is normally used with the partial disability option, however this variable can be removed if the Policyholder elects to have the partial disability option written without the indexing of pre-disability earnings.

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- [9] Definition of Domestic Partner: *This definition will be used when the Dependent Spouse Activities of Daily Living Benefit and the Survivor Benefit are elected and if the option of adding a domestic partner is agreed to by The Principal and the Policyholder.*
- [9A] *The use of the “same sex” text will be standard but could include an “opposite sex” domestic partner if requested by the Policyholder and agreed to by The Principal.*
- [9B] *The [six] month variable is standard, but can be changed to a different period of time (such as 12 months) if requested by the Policyholder and agreed to by The Principal.*
- [10] Definition of Employee: *This term will standardly be used in the definition of “Member” to describe the type of employees that can be covered under the Group Policy. The term can be removed if requested by the Policyholder and agreed to by The Principal.*
- [11] Definition of “Flexible Premium Deferred Annuity (FPDA)”: This definition will be included if the Policyholder elects the Retirement Plan Supplement Benefit option that pays benefits into a Flexible Premium Deferred Annuity.
- [12] Definition of “Gainful Occupation”: This definition is used when the Policyholder elects the “Gainful Occupation” option. It is used to explain what level of earnings an occupation must generate to be considered gainful work.
- [12A] The [working to full medical and vocational capacity] variable is an option, to be used when the Member is required to work to full medical and vocational capacity.
- [12B] [the Primary Monthly Benefit] variable will normally be used to define a “gainful occupation”, unless the [[60%] of Predisability Earnings] variable is used. The [60%] is equal to the “primary monthly benefit” percentage.
- [13] Definition of “Income Loss Percentage”: This definition is used in all plans with a residual or partial disability plan option. This [Indexed] variable is normally used, however this variable can be removed if the Policyholder elects to have the residual or partial disability option written without the indexing of predisability earnings. *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [14] Definition of “Indexed Predisability Earnings”: This definition is normally used unless the Policyholder elects to have the disability option written without the indexing of predisability earnings.

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- [14A] The *CPI* variable provision with the definition is normally used, unless at such time, the Consumer Price Index is replaced with a different pricing index. *A flat annual percentage amount is also available if agreed to by The Principal and the Policyholder.*
- [15] *Definition of “Infectious and Contagious Disease”:* *This definition will be used if the Infectious and Contagious Disease Benefit is elected by the Policyholder.*
- [16] *Definition of “Disability Due to Injury; Injury”:* *This definition will be used if the injury only disability plan option is elected by the Policyholder.*
- [16A] *The [180 day] variable is normally used but can be changed to another period of time if requested by the Policyholder and agreed to by The Principal. This can range from 30 to 365 days.*
- [16B] *Variable items a. through g. will normally be used when a Policyholder elects an injury only plan, but any item can be removed if requested by the Policyholder and approved by The Principal.*
- [17] Definition of “Maximum Monthly Benefit”: This definition is always used to show the maximum benefit payable under the plan. The amount will vary based on the plan of benefits elected by the Policyholder. *The “lesser of” variable will be used when an incremental dollar benefit option is elected.*
- [18] Definition of “Member”: This definition is always used, but may vary depending on the Policyholder’s specifications. *The term “Member” may be replaced with another term as requested by the Policyholder and agreed to by The Principal. Terms may include, but are not limited to, “Associate”, “Team Member”, “Teammate”, or “Coworker”. “Contracted employee” or “independent contractor” would be used if the Member’s compensation is reported on IRS Form 1099.*
- [19] Definition of “Mental Health Condition”: This definition will be used if the plan option includes provisions to limit benefits for “Mental Health Conditions”. Variables a. through e. will normally be used, but any of these may be removed if agreed to between The Principal and the Policyholder.
- [19A] *If this group policy is sold in conjunction with an individual disability policy issued by The Principal, then item a. with the variables contained within item a. may be included in lieu of items b. through e.*
- [20] Definition of “Modified Basis”: This definition is used in all plans with a residual or partial disability plan option.

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- [20A] The [to his or her full medical and vocational capacity] variable is optional and is used when the Member is required to work to his or her full medical and vocational capacity.
- [20B] The variables [either] and [or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis] are normally used, unless the plan includes a 40 hour per week requirement.
- [21] Definition of “Monthly Earnings”: This definition is used in all plans unless one of the definitions in [22] through [26] is used. *The new variable [Health Savings Account] will be used if a Policyholder elects to include an HSA in the list of contributions used to determine how Monthly Earnings are determined.*
- [21A] This variable is normally used, unless the plan covers only the owners of the Policyholder’s business. See [21D].
- [21B] This variable is used when earnings are based on basic monthly wage. The variables within [21B] will vary depending upon the Policyholder’s requirements.
- [21C] This variable is used in lieu of [21B] when earnings are based on W-2 earnings. The variables within [21C] will vary depending upon the Policyholder’s requirements.
- [21D] This variable is normally used in addition to variable [21B] or [21C], but may be omitted if The Principal and the Policyholder agree that no business owners are covered under the plan.
- [22] Definition of “Monthly Earnings (Contract Salary)”: This definition will be used in lieu of [21] when monthly earnings are based on contract salary which is issued on a 12 month basis. This would normally include school groups where teachers are paid based on a contract. The variable use will vary depending upon the Policyholder’s requirements.
- [23] Definition of “Monthly Earnings (Contract Salary – For premium payment purposes)”: This definition will be used in lieu of [21] when monthly earnings are based on a contract salary which is issued on other than a 12 month basis. This would normally include school groups where teachers are paid based on a contract. The variable use will vary depending upon the Policyholder’s requirements.

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- [24] Definition of “Monthly Earnings (Contract Salary – For Benefit Payable purposes)”: This definition will be used in lieu of [21] when monthly earnings are based on a contract salary that allows the employee to choose to receive their salary on either a 12-month basis or other than a 12-month basis. This would normally include school groups where teachers are paid based on a contract. The variable use will vary depending upon the Policyholder’s requirements.
- [25] Definition of “Monthly Earnings (Contract Salary – For Benefit Payable purposes)”: This definition will be used when monthly earnings are based on a contract salary that allows the employee to choose to receive their salary on other than a 12-month basis. This would normally include school groups where teachers are paid based on a contract. The variable use will vary depending upon the Policyholder’s requirements.
- [26] Definition of “Monthly Earnings (Contract Salary – For Benefit Payable purposes)”: This definition can be used in lieu of [25] when monthly earnings are based on a contract salary that allows the employee to choose to receive their salary on other than a 12-month basis. This would normally include school groups where teachers are paid based on a contract. The variable use will vary depending upon the Policyholder’s requirements.
- [27] Definition of “Other Income Sources”: This definition is normally used, with variables a. through g., and j. through n. included as standard provisions. Variables h. and i. are individual disability insurance offsets, and can be included if requested by the Policyholder. The “Notes” are also included as standard provisions *except for the note pertaining to offsets for services rendered prior to the date of Disability. This would be used if agreed to by The Principal and the Policyholder.* Although normally used, this entire definition may be removed if requested by the Policyholder and agreed to by The Principal.
- [28] Definition of “Own Job”: *This variable is optional and can be included if agreed to by The Principal and the Policyholder.*
- [28A] Definition of “Own Job Period”: *This definition is used for plans with an “own job period” and will normally be two years. The variable for the length of the “own job period” may differ as agreed to by The Principal and the Policyholder, within a range of one year to a period of time equal to the benefit duration period elected by the Policyholder.*
- [29] Definition of “Own Occupation”: The [as performed in the national economy] variable is optional and can be included if agreed to by The Principal and the Policyholder. *This definition will normally be used but may be replaced with the definition of “Own Job” as described above.*

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- [29A] *Definition of “Own Occupation (for attorneys): This definition is a variable which would normally be used for covered attorneys if agreed to by The Principal and the Policyholder.*
- [29B] *Definition of “Own Occupation (for physicians): This definition is a variable which would normally be used for covered physicians if agreed to by The Principal and the Policyholder.*
- [30] Definition of “Own Occupation Period”: This definition is used for plans with an “own occupation period” of 1, 2, 3, 5, or 10 years. The variable for the length of the “own occupation period” may be 1, 2, 3, 5, or 10 years as agreed to by The Principal and the Policyholder.
- [31] *Definition of “Physician”:* This definition will normally include language excluding physicians from the definition who are “employees of the Member”, “a business or professional partner or associate of the Member”, and “any person who has a financial affiliation or business interest with the Member”. This text may be included or excluded in any combination as requested by the Policyholder and agreed to by The Principal.
- [32] *Definition of “Post Disability Earnings”:* This definition would be used if the Policyholder elects the Extended Earnings Protection Benefit.
- [33] Definition of “Primary Monthly Benefit”: This definition is normally used. The [60%] variable, will normally be 50%, 60%, or 66 2/3%, but may vary if agreed upon between The Principal and the Policyholder. The [\$6,000] variable contains the same amount that is shown as the Maximum Monthly Benefit.
- [34] Definition of “Primary Monthly Benefit”: This definition is used in lieu of [33] when the plan only insures a Members’ earnings above a certain dollar amount. When this plan option is used, the earnings below the specified dollar amount are normally insured by an individual disability insurance policy.
- The [\$8,333] variable will vary, based on the agreement between The Principal and the Policyholder.
 - The [60%] variable will normally be 50%, 60%, or 66 2/3%, but may vary if agreed upon between The Principal and the Policyholder.
 - The [\$6,000] variable will vary, based on the agreement between The Principal and the Policyholder.
- [35] *Definition of “Primary Monthly Benefit”:* This definition will be used in lieu of [33] when the plan insures a benefit increment election option. The increment level of [\$100] between [\$500] and [\$6,000] will vary based on the agreement between The Principal and the Policyholder. The [60%] variable will normally be 50%, 60%, or 66 2/3%, but may vary or removed if agreed upon between The Principal and the Policyholder.

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- [36] Definition of “Prior Plan”: This definition is used when the current plan is replacing another Long Term Disability plan.
- [37] *Definition of “Progressive Illness”*: *This definition will be used if the Policyholder elects the Progressive Illness Benefit.*
- [38] Definition of “Reasonable Accommodation”: This definition is used when the Reasonable Accommodation Benefit is included as a plan option.
- [39] Definition of “Rehabilitation Plan”: This definition is used if the Policyholder has elected the Rehabilitation Services and Benefits mandatory rehabilitation plan option. *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [40] Definition of “Retirement Plan”: This definition is used if the Policyholder has elected the Retirement Plan Supplement Benefit option that pays a benefit to the Member’s 401 (k), *403(b) plan*, or retirement account.
- [41] *Definition of “Secondary Employment”*: *This definition will be used when the definition of “Current Earnings” is used.*
- [42] Definition of “Social Security Normal Retirement Age (SSNRA)”: This definition is always used unless benefits are payable to other than Social Security Normal Retirement Age and the Social Security variables a., b., and c. are not included in the Other Income Sources definition.
- [43] Definition of “Special Condition”: This definition will be included if the policyholder has elected the plan option to limit benefits for Special Conditions. Each of the variables within this definition, *except Complex Regional Pain Syndrome*, are normally used, but could be removed depending on the agreement between The Principal and the Policyholder.
- [44] Definition of “Substantial and Material Duties”: This definition is always used. The variable is included if the Policyholder elects the optional 40 hour per week provision to further define “Substantial and Material Duties”. *The variable [job] will be used when “Own Job” coverage is elected. The variable [occupation] will be used when “Own Occupation” coverage is elected.*

Policy Form GC 3006-3

- [45] This variable is always used unless the Member is required to pay the entire premium for the cost of insurance.

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- The [must contribute at least [50%] of the required premium for all Members] variable is used when Members are required to pay a portion of the required premium for the insurance.
 - The [at least 50%] variable is generally used, but can be replaced with the [a portion] variable if the plan is a core/buy-up. The [50%] may vary if agreed upon between The Principal and the Policyholder.
 - The [must contribute 100% of the required premium for all Members] variable is used if the Policyholder pays 100% of the premium.
- [46] The [75%] variable is normally used, but may be changed if another participation requirement is agreed upon between The Principal and the Policyholder.
- [47] This variable would only be used if the coverage is sold on a voluntary basis with a specified percentage of participation required and/or a specified number of insured employees.
- [48] This variable is always used unless the policy is issued to a multiple employer trust (MET). The [three] variable is normally used to show the minimum plan size for insured employees, but this number may be changed if The Principal determines a different minimum plan size for new sales.
- [49] This variable may be used if the coverage is sold on a voluntary basis and line [47] is not used. The 15% will be standard but may range from 10% to 25% if agreed to by The Principal and the Policyholder.
- [49A] This variable will be standard when line [49] is included.
- [49B] This variable will be optional and may be used in lieu of [49A].
- [49C] This variable will be optional and may be used in lieu of [49A].
- [50] The notice period will range from 31 days to 60 days, 90 days or 180 days, at the option of The Principal or as required by state law.
- [51] Article 12 - Value Added Service: This will be a standard provision, but can be removed by a Policyholder upon request. The employee assistance program and wellness program variables will standardly be used.
- [52] *This Article will normally be included when the Policyholder is self-accounting, which means the Policyholder handles the tracking of adding and deleting their employees from the plan and then report those change to The Principal. All variables will normally be used or they can be used in any combination as requested by the Policyholder and agreed to by The Principal. The article can be removed in its entirety if requested and agreed to by The Principal.*

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Policy Form GC 3008-2

- [53] This variable is used for plans issued to a single employer group.
- [53A] Upon request, a large Policyholder may request a 60-day grace period if approved by The Principal.*
- [54] This variable is used for plans issued to a multiple employer trust (MET).
- [54A] Upon request, a large Policyholder may request a 60-day grace period if approved by The Principal.*
- [55] This variable is used when a policy is initially issued.
- [56] The [of covered Monthly Earnings] variable is normally used. However, the [per \$100 of Benefit Payable] variable may be used if the rate is based on an amount per \$100 of Benefit Payable. The \$[0.00] variable is also used with the above variables or it may be used alone if the rate is based on an amount per Member basis.
- [57] The variable may be used when multiple products are purchased, if agreed to by The Principal and the Policyholder.
- [58] The [two years] variable is normally used, however it may be changed if agreed to by The Principal and the Policyholder.
- [59] *The variable [covered Monthly Earnings for then insured Members] will normally be used but can be changed to [number of insured lives] if agreed to by The Principal and the Policyholder.* The [25%] is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [60] This variable is used if the plan is step-rated and the premium rate changes *due to a Member's age change that places them in a new age bracket. The [any premium due date] variable will normally be used but can be changed to [the next Policy Anniversary] if agreed to by The Principal and the Policyholder.*
- [61] This variable will be used for Policyholders participating in the electronic services program but may be removed if agreed upon between The Principal and the Policyholder.
- [61A] This variable will be used with [61] above for Policyholders not participating in the electronic services program, if The Principal determines to charge customers at some point in the future who do not sign up for electronic services.

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- [62] The actual premium will vary depending on the plan of benefits chosen by the Policyholder.
- [63] The [within a month of the date that the change in Monthly Earnings took place] variable is used when benefit changes due to a change in Monthly Earnings are effective on the date of change.
- The [during the month of or prior to the Policy Anniversary] variable is used when benefit changes due to a change in Monthly Earnings are effective on the Policy Anniversary.
 - The [during the month of [January] each year] variable is used when benefit changes due to a change in Monthly Earnings are effective yearly on a specified date. This variable is normally used in plans with a W-2 definition of Monthly Earnings. January is the month normally used within the variable, but may be another month if agreed to by The Principal and the Policyholder.
- [64] The [within a month of the date that the change in insurance class took place] variable is used in plans when benefit changes due to a change in insurance class are effective on the date of change.
- The [during the month of or prior to the Policy Anniversary] variable is used in plans when benefit changes due to a change in insurance class are effective on the Policy Anniversary.
 - The [during the month of [January] each year] variable is used when a change in insurance class is effective yearly on a specified date. January is the month normally used, but may be another month if agreed to by The Principal and the Policyholder.
- [65] The applicable variable will be used to show:
- if the Member is not required to contribute premium for his insurance, or
 - if the Member is required to contribute a portion of premium for his insurance, or
 - if the Member is required to pay the entire premium for his insurance or
 - if the Member may be required to pay the entire premium for his insurance, or
 - if the Member may be required to contribute a portion of premium for his insurance.
- [66] *The [100%] variable and the [who have not rejected coverage in writing] variable are normally used. The [100%] variable may be changed to a lesser percent and the [who have not rejected coverage in writing] variable may be removed if agreed to by The Principal and the Policyholder.*

Policy Form GC 3010-3

- [67] *This variable will standardly be used but can be removed if requested by the Policyholder and agreed to by The Principal.*

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- [68] *This variable will standardly be used but can be removed if requested by the Policyholder and agreed to by The Principal. The variable [covered Monthly Earnings for then insured Members] will normally be used but can be changed to [number of insured lives] if agreed to by The Principal and the Policyholder. The [25%] variable will normally be used but can be changed tf agreed to by The Principal and the Policyholder.*
- [69] This is an optional paragraph that will only be used if agreed to by The Principal and the Policyholder. *The [12] (months) variable will normally be used but can be changed if agreed to by The Principal and the Policyholder.* The notice period will range from 31 days to 60 days, 90 days or 180 days, at the option of The Principal or as needed according to state requirements for termination notices.
- [70] The notice period will range from 31 days to 60 days, 90 days or 180 days, at the option of The Principal or as required by state law.

Policy Form GC 3012-2

- [71] The applicable variables are used to reflect the Member's eligibility waiting period that is agreed upon between The Principal and the Policyholder.

Policy Form GC 3014-1

- [72] This variable is used when the current plan is replacing another Long Term Disability plan.
- [73] *This variable is normally used, but may be removed if agreed upon between The Principal and the Policyholder or for a voluntary case where all coverage is contributory. The variable regarding proof of good health is normally used but may be removed on a noncontributory case if no proof of good health will be required.*
- [74] *This variable is normally used, but may be removed if agreed upon between The Principal and the Policyholder if a case is all noncontributory.*
- [75] *This variable is normally used, but may be removed if agreed upon between The Principal and the Policyholder on a noncontributory case if no proof of good health will be required.*
- [76] This variable is normally used, but may be removed if agreed upon between The Principal and the policyholder.
- [77] This variable is used when the plan includes a non-medical maximum.

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- [78] This variable is optional and will be included when elected by the Policyholder and agreed to by The Principal.
- [79] This variable is used in plans that offer a core plan to Members with an option to buy-up to a higher benefit level.

Policy Form GC 3016-1

- [80] *The variable for “sickness, injury, or pregnancy” will normally be used unless a Policyholder has elected an injury only plan.*
- [81] This variable will be equal to the length in time of the Elimination Period.
- [82] The [*six*] variable for reinstatement of coverage is normally used, but may be changed if agreed upon by The Principal and the Policyholder.
- [83] *The variables [Labor Strike] and [Sabbatical] are not normally used but may be included individually if agreed upon by The Principal and the Policyholder.*

Policy Form GC 3018-1

- [84] This variable is used to show the length of the Elimination Period as elected by the Policyholder. This period may be longer or shorter than six months, or may be stated in days instead of months.
- [85] This variable is optional and is used when the Policyholder requests that benefits begin the later of the end of the Elimination Period or when sick time, personal time off, or salary continuance expires. The variables may be used as agreed to by The Principal and the Policyholder.
- [85A] *This variable will normally be used but may be removed if requested by the Policyholder and agreed to by The Principal.*
- [86] This variable is used when the Policyholder also has a Short Term Disability plan with The Principal.
- [87] This variable is optional, and is included for school plans when the Policyholder requests that benefits should not begin to be payable until the first working day of the next academic school year for Disabilities that begin during the summer vacation. The [If the Member’s contract salary is issued on other than a 12 month basis, the] variable is used only if the Policyholder requests this variable text to apply only to employees whose contract salary is issued on other than a 12 month basis.

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- [88] *This variable is optional and will be used when the Policyholder requests that benefits begin the later of the end of the Elimination Period or when the Member suffers an income loss of 20% or greater. The percentage may be different if agreed to by The Principal and the Policyholder.*
- [89] This variable is optional and will apply to school plans where the Policyholder requests that no benefits be paid during the summer vacation immediately following the academic school year in which Disability begins.
- [90] *This variable will be standard but may be removed upon request by the Policyholder and agreed to by The Principal. Benefits will be terminated after six months of incarceration but can be reinstated if the Member qualifies when their incarceration period ends. This provision tracks with how the federal disability programs are administered. NOTE: This incarceration provision was not approved by our domicile state of Iowa.*

Policy Form GC 3020-1

- [91] This variable is normally used, and is used for plans with direct offset of Other Income Sources.
- [91A] *The variable for [Other Income Sources] will be removed the Group Policy is sold as a non-integrated plan.*
- [92] This variable is used for plans with 70% all sources offset of Other Income Sources. The [70%] variable is standard, but may vary if agreed to by The Principal and the Policyholder.
- [93] This provision is normally used in plans with residual or partial disability. This provision is used for plans with direct offset of Other Income Sources, income loss method of partial benefit calculations, including a work incentive benefit.
- [93A] The [12 months] variable is normally used, and represents the length of the work incentive period. This may be 24 or 36 months if agreed to by The Principal and the Policyholder.
- [93B] *The [Indexed] variable is used for Indexing of Pre-disability Earnings, and is standard for residual or partial disability plans. This variable may be removed if agreed upon by The Principal and the Policyholder. If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*

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- [94] This provision is optional and used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with direct offset of Other Income Sources, income loss method of partial benefit calculations, and no work incentive benefit.
- [95] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with direct offset of Other Income Sources, percent of earnings method of partial benefit calculation, and no work incentive benefit.
- The [50%] variable is normally used and represents the percentage of the Member's return to work earnings that will be deducted from the benefit payable. This percentage may vary if agreed upon between The Principal and the Policyholder.
 - *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [96] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with direct offset of Other Income Sources, percent of earnings method of partial benefit calculations, including a work incentive benefit.
- [97] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with a 70% all source offset of Other Income Sources, income loss method of partial benefit calculation, including a work incentive benefit.
- [98] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with a 70% all source offset of Other Income Sources, income loss method of partial benefit calculations, and no work incentive benefit. *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [99] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for a 70% all source offset of Other Income Sources, percent of earnings method of partial benefit calculations, and no work incentive benefit. *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [100] This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for a 70% all source offset of Other Income Sources, percent of earnings method of partial benefit calculation, including a work incentive benefit. *If elected by the Policyholder, the variable of [Own Job] will be used instead of*

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the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.

- [101] *This provision is optional and is used in lieu of [93] for plans that do not have a defined maximum work incentive period.*
- [102] *This provision is optional and is used in lieu of [93] for plans with residual or partial disability. This provision is used for plans with direct offset of Other Income Sources, the greater of income loss method of partial benefit calculation or percent of earnings method of partial calculation, including a work incentive benefit.*
- [103] *This is an optional provision, and if elected, would pay a full benefit if a Member is working and earning less than 20% of Predisability Earnings.*
- [104] This is an optional provision, and if elected, it requires the Member to work to their full medical and vocational capacity if able to do so. *This variable may be used with any of the options listed above ([93] through [102]).*
- [105] This variable is used for Indexing of Pre-disability Earnings, and is standard for residual or partial disability plans. This variable may be removed if agreed upon by The Principal and the Policyholder.
- [105A] The [March 1] variable is standard, but may be changed to a different date if agreed upon by The Principal and the Policyholder.
- [105B] *The variable [the average rate of increase in the Consumer Price Index during the preceding calendar year, subject to an annual maximum of [10%]] will normally be used but can be a flat percentage amount instead of the CPI amount. When a flat percentage amount is elected [5%] will normally be used but may be changed to an amount between [1%-10%] if agreed upon by The Principal and the Policyholder.*
- [106] The Minimum Monthly Benefit provision is normally used, but may be removed if agreed upon by The Principal and the Policyholder. The variable regarding Cost of Living Adjustment is used if the plan includes a Cost of Living Adjustment option.
- [107] The [the greater of [10%]] variable and the [10%] variable is used when the minimum benefit is the greater of 10% or \$100. The [10%] variable is standard. The [\$100] variable may be used without the [10%], if the minimum benefit is a flat amount. The [\$100] variable may vary if agreed upon between The Principal and the Policyholder.

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Policy Form GC 3022-1

[108] The Rehabilitation [Services and] Benefits provision is a standard provision, but may be removed completely if agreed to by The Principal and the Policyholder. The [Services and] variable will be used if the plan includes rehabilitation services, but may be omitted if agreed to by The Principal and the Policyholder.

[108A] The [rehabilitation plan] variable is used when the mandatory rehabilitation provision is not included in the plan.

[108B] The [Rehabilitation Plan] variable is used when the mandatory rehabilitation provision is included in the plan.

[109] The Rehabilitation Services provision is a standard provision, but may be removed if agreed to by The Principal and the Policyholder.

[110] These variables are normally used, but any of them may be removed if agreed to by The Principal and the Policyholder.

[111] This variable is optional and is used if the plan includes a mandatory rehabilitation provision which requires Members to participate in the Rehabilitation Plan.

[112] The Predisability Intervention Services provision is a standard provision, but may be removed if agreed to by The Principal and the Policyholder.

- The [his or her Own Occupation] variable is included in all plans, unless they are written on an “any occupation” basis.
- *The [his or her Own Job] will be used instead of the variable for [his or her Own Occupation] if the Own Job basis is elected by the Policyholder.*
- The [any Gainful Occupation] variable is included in plans written on an “any occupation” basis that contain the definition of Gainful Occupation.
- The [any occupation] variable is included in plans written on an “any occupation” basis that do not contain the definition of Gainful Occupation.

[113] The Rehabilitation Incentive Benefit is optional, and is included if elected by the Policyholder.

- The [5%] variable is normally used, but may vary from 1% to 10% if agreed to by The Principal and the Policyholder.
- The [12 months] variable is normally used, but may be increased or decreased if agreed to by The Principal and the Policyholder.

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- [114] The Reasonable Accommodation Benefit is a standard provision, but may be removed if agreed to by The Principal and the policyholder. This provision will not be included in plans with no employer contributions
- [114A] The [\$2000] variable is normally used, but may be increased or decreased if agreed to by The Principal and the Policyholder.
- [114B] *The variable for [an amount equal to [one] month's Primary Monthly Benefit] can be used if agreed to by The Principal and the Policyholder in lieu of the dollar amount shown in [114A]. The number of months may be increased as agreed to by The Principal and the Policyholder.*
- [115] The Return to Work Child Care Benefit is optional, and is included if elected by the Policyholder.
- [115A] This variable is used if the plan contains a work incentive benefit provision. The [12 months] variable indicates the length of the work incentive benefit period.
- [115B] This variable is used if the plan does not contain a work incentive benefit provision.
- [115C] The [100%] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder. The [\$500] variable is normally used, but may vary from \$100 to \$800 as agreed to by The Principal and the Policyholder. *The [for the first [12] months...] variable for an extended benefit is optional and is available with a different payment amount as agreed to by The Principal and the Policyholder.*
- [115D] *[13] years of age is standard but may be changed to a different age as agreed to by The Principal and the Policyholder.*
- [115E] The [12 months] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder. *This provision may be removed so there is no specific time limit on the benefits paid for the benefit if agreed to by The Principal and the Policyholder.*

Policy Form GC 3024-1

- [116] The Spouse Rehabilitation Benefit is optional and is included if elected by the Policyholder.
- [116A] *The undefined term "spouse" will normally be used. It can be replaced with the defined term "Dependent Spouse" which may or may not include a domestic partner, if requested by the Policyholder.*
- [116B] The [six] [consecutive] [months] variables are normally used, but any of these may be changed if agreed to by The Principal and the Policyholder.

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- [116C] The [two] variable is normally used, but may be changed to one or three if agreed to by The Principal and the Policyholder. The [60%] variable will be the same percentage as the Primary Monthly Benefit percentage.
- [116D] The [\$500] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.

Policy Form GC 3026-1

- [117] The Survivor Benefit and Accelerated Survivor Benefit are standard provisions, but both may be removed, or the Accelerated Survivor Benefit only may be removed, if agreed to by The Principal and the Policyholder.
- [117A] The [three] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [117B] The *[Benefit Payable] variable is standard, but may be changed to [Primary Monthly Benefit]* if a survivor benefit is based on the benefit after reductions for Other Income Sources.
- [117C] *The undefined term "spouse" will normally be used. The undefined term "domestic partner" can also be added. Both can be replaced with the defined term "Dependent Spouse" which may or may not include domestic partner.*
- [117D] The [12 month] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.

Policy Form GC 3028

- [118] The Cost of Living Adjustment provision is optional and is included if elected by the Policyholder.
- [118A] This variable is used to show when the Cost of Living Adjustment will be applied. This variable is normally used, but may be replaced by another date (such as Policy Anniversary) if agreed to by The Principal and the Policyholder.
- [118B] This variable is used in plans with residual or partial disability.
- [118C] This variable is used when the plan includes the work incentive benefit option. The [12 months] variable indicates the length of the work incentive benefit period.
- [118D] This variable normally used when partial benefits are payable using the income loss approach. If partial benefits are payable using the percent of earnings method, this variable would be replaced with [before reduction for earnings from his or her Own Occupation or any occupation.]
- [118E] This variable is included when the Cost of Living Adjustment is based on the rate of increase in the Consumer Price Index. The [50%] variable is standard,

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- but may be changed to 100%, and the [6%] variable is standard, but may be changed to 10% if agreed to by The Principal and the Policyholder.
- [118F] This variable is used when the Cost of Living Adjustment is based on a flat percentage. The [3%] variable may vary from 1% to 10%, as agreed to by The Principal and the Policyholder.
- [118G] This variable is used when the Cost of Living Adjustment is based on the rate of increase in the Consumer Price Index. The [March 1] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [118H] This provision is optional and will be included if the Policyholder has elected a provision that the Cost of Living Adjustment benefits are applied on other than the anniversary date of when a Benefit Payment Period is established.
- [118I] This variable is used if the Cost of Living Adjustment benefit is limited to a specific number of adjustments. The [five] variable is normally used, but this may be changed to ten if agreed to by The Principal and the Policyholder.

Policy Form GC 3030-1

- [119] The Activities of Daily Living (ADL) Benefit is optional and will be included if elected by the Policyholder. *This benefit normally terminates upon termination of the disability claim but also includes an optional lifetime duration if agreed to by The Principal and the Policyholder.*
- [119A] The [two] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [119B] The [12] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [119C] *This variable is standardly used but may be removed if agreed to by The Principal and the Policyholder.*
- [119D] *This is our standard ADL benefit.* The [20%] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder. The [\$1667] *is normally used as* the maximum monthly benefit payable under the Activities of Daily Living (ADL) Benefit *but may be changed if agreed to by The Principal and the policyholder.*
- [119E] *This is an enhanced ADL benefit that may be elected by a Policyholder in lieu of or in addition to the standard ADL benefit described in [119D].*
- *The variable [remains] will be used if [119E] is used in conjunction with [119D]; the variable [is] will be used if [119E] is used without [119D].*
 - *The [will continue and] variable will be used when the [119D] variable is used.*
 - *60% is the standard percentage used but may be changed if requested by the Policyholder and agreed to by The Principal.*

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- *The [to a Maximum Monthly Benefit of [\$10,000]] is standardly used but may be removed if requested by the Policyholder and agreed to by The Principal. The [\$10,000] amount is standard but can vary between \$1,000 and \$15,000 as requested by the Policyholder and agreed to by The Principal.*
- [119F] *Item b. will standardly be used but may be removed if agreed to by The Principal and the Policyholder. Items d. through f. are optional and may be used individually or together as additional reasons for this benefit to terminate if agreed to by The Principal and the Policyholder.*
- [119G] *This item c. is optional and will be used if the Policyholder elects the enhanced ADL benefit. The variable [five years] is standard but this may range from two to 10 years if elected by the Policyholder and agreed to by The Principal.*

Policy Form GC 3032

- [120] The Education Benefit is optional and will be included if elected by the Policyholder.
- [120A] The [25 years] is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [120B] The [six] [consecutive] is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [120C] The [and 2] variable is included for plans with residual or partial disability.
- [120D] The [\$100] variable amount may vary from \$100 to \$250, in \$50 increments, as agreed to by The Principal and the Policyholder.
- [120E] The [\$10,000] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.

Policy Form GC 3034-1

- [121] The Retirement Plan Supplement Benefit is optional and will be included if elected by the Policyholder. This benefit provides that the benefit amount is to be placed in a flexible premium deferred annuity.
- [121A] The [12 months] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [121B] The [4%] variable amount may vary from 1% to 10%, if agreed to by The Principal and the policyholder. The [Flexible Premium Deferred Annuity] is standard, but may be replaced by another annuity product provided by The Principal. *The provision also allows for a maximum dollar amount to be paid. The normal maximum amount will be \$3,500 but may be changed if agreed to by The Principal and the Policyholder.*

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- [121C] This variable is normally used, but may be removed if agreed to by The Principal and the Policyholder. The [10%] variable is normally used but may be changed if agreed to by The Principal and the Policyholder.
- [121D] The [12] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [122] The Retirement Plan Supplement Benefit is optional and will be included if elected by the Policyholder. This benefit provides that the benefit amount is to be placed in a 401 (k) or other retirement plan.
- [122A] The variable used will be either [Retirement Plan], [401 (k) plan] *or [403(b) plan]*, whichever is applicable to the Policyholder. *See [121B] above for an explanation of the percentage variable and dollar amount maximum.*

Policy Form GC 3036-1

- [123] The Accidental Disability Benefit is optional and will be included if elected by the Policyholder.
- [123A] *This Article will be used if the optional Accidental Loss of Use or Paralysis benefit is elected. See [123E]. Variable items a. through g. will normally be used however any item can be removed if requested by the Policyholder and approved by The Principal.*
- [123B] *The [accident] variable will standardly be used. The [Accident] variable will be used when the optional Accidental Loss of Use or Paralysis benefit is elected. See [123E].*
- [123C] The [180] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder. *The variable for [except as otherwise provided in this section] will be used if footnotes [123F] or [123G] are used.*
- [123D] The number of payment variables are standard, but may be changed if agreed to by The Principal and the Policyholder.
- [123E] *This in an optional benefit that can be included if requested by the Policyholder. The number of payment variables are standard, but may be changed if agreed to by The Principal and the Policyholder.*
- [123F] *The Elimination Period variable is not standard but may be included if agreed to by The Principal and the Policyholder. The Elimination Period duration is standardly one month but may be changed if agreed to by The Principal and the Policyholder.*
- [123G] *Reduction by Other Income Sources is standard but the ability to not offset is available if agreed to by The Principal and the Policyholder.*

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Policy Form GC 3038-1

- [124] The Monthly Payment Limit is a standard provision, but may be removed if agreed to by The Principal and the Policyholder.
- [124A] This variable is used in plans with residual or partial disability. Variables b. through e. are included if the plan includes the corresponding provisions that pay those benefits. *Item f. may be removed if a Policyholder requests to exclude Other Income Sources when determining the Monthly Payment Limit.*
- [124B] Variables g. through k. are included if the plan does not offset for these income sources. Variable l. is used for all plans except those that offset for individual disability insurance plans. *If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.*
- [124C] *Items m. and n. may be included if the Policyholder elects these optional benefits for Extended Earnings Protection or Medical Premium Supplement.*
- [124D] The variable *[If the Member is eligible...]* is used when the plan includes the work incentive benefit option. *The 100% variable is standard but may be changed if agreed to by The Principal and the Policyholder.* The [12 months] variable indicates the length of the work incentive benefit period. *This benefit period may be removed if the unlimited work incentive duration option is elected.*

Policy Form GC 3040-1

- [125] The Conversion Privilege is optional and will be included if elected by the Policyholder.
- [125A] *Variables e. and f. are not standard but may be used if agreed to by The Principal and the Policyholder as additional reasons why a Member may convert their coverage.*
- [125B] *Variable b. is standard but may be removed if agreed to by The Principal and the Policyholder.*
- [125C] *Variable c. will be removed if variable e. in Article 1 is used.*

Policy Form GC 3042-1

- [126] This variable is used when the benefit duration is to Social Security Normal Retirement Age.
- [127] This variable will be used in lieu of [126] when the benefit duration is the reducing benefit duration (RBD) option.
- [128] This variable will be used in lieu of [126] when the benefit duration is the 65/5/70 option.

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- [129] This variable will be used in lieu of [126] when the benefit duration is the 5-year option.
- [130] This variable will be used in lieu of [126] when the benefit duration is the 2-year option.
- [131] *This variable will be used in lieu of [126] when the benefit duration is the 3-year graded option.*
- [132] *This variable will be used in lieu of [126] when the benefit duration is to age 70.*
- [133] *This variable is normally used but may be removed if agreed to by The Principal and the Policyholder.*
- [134] The variable *within item g.* is normally used but may be removed if agreed to by The Principal and the Policyholder.
- [135] This provision is optional and is only included in plans with a Total Disability only option, or a Total Disability with Social Security Approval Required disability option.
- [136] This variable is optional and is only included in plans with a Total Disability with Social Security Approval Required disability option.
- The first and third [12] variable shows the number of months that benefits will be payable if the Member does not receive approval for Social Security disability benefits. This variable may be 12, 24, or 36 months.
 - The second [12] variable shows the length of the grace period allowed. The standard is 12, but may be changed if agreed to by The Principal and the Policyholder.
- [137] This variable is optional and is only included in plans with a Total Disability with Social Security Approval Required disability option.
- [138] This provision is standard and the applicable variables will be used if the plan limits the benefit payment period specifically for alcohol, drug or chemical abuse, dependency or addiction, Mental Health Conditions, or Special Conditions. The standard benefit payment period limit is 24 months, but this may be changed to 12 or 36 months, if agreed to by The Principal and the Policyholder.
- [139] This variable may be used in addition to [138], if the Policyholder elects to have a different benefit payment period limit for alcohol, drug or chemical abuse, dependency or addiction, Mental Health Conditions, or Special Conditions. For instance, this would allow the plan to include a 24 month limit for Mental Health Conditions, and a 12 month limit for Special Conditions. The standard benefit payment period limit is 24 months, but

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this may be changed to 12 or 36 months, if agreed to by The Principal and the Policyholder.

- [140] This variable is optional and is included if elected by the Policyholder and agreed upon by The Principal.
- [141] This variable is optional and is only included if the mandatory Rehabilitation Plan provision is included in the plan.
- [142] *This variable is optional and may be included if agreed to by The Principal and the Policyholder.*
- [143] *This variable is normally used but may be removed if agreed to by The Principal and the Policyholder.*

Policy Form GC 3044-1

- [144] This section is normally used, however it may be removed if agreed upon by The Principal and the Policyholder.
- [144A] This provision is standard and the applicable variables within will be used to show the benefit limits for alcohol, drug or chemical abuse, dependency or addiction, Mental Health Conditions, or Special Conditions.
- *The variable [all such periods] will normally be used but can be replaced by the [this period] variable if elected by the Policyholder and agreed to by The Principal.*
 - The standard benefit payment period limit is 24 months, but this may be changed to 12 or 36 months, if agreed to by The Principal and the Policyholder.
 - *The combined lifetime maximum variable may be removed if agreed to by The Principal and the Policyholder.*
- [144B] This provision may be used in addition to [144A], if the Policyholder elects to have a different benefit limit for alcohol, drug or chemical abuse, dependency or addiction, Mental Health Conditions, or Special Conditions. For instance this would allow the plan to include a 24 month benefit limit for Mental Health Conditions, and a 12 month benefit limit for Special Conditions.
- *The variable [all such periods] will normally be used but can be replaced by the [this period] variable if elected by the Policyholder and agreed to by The Principal.*
 - The standard benefit payment period limit is 24 months, but this may be changed to 12 or 36 months, if agreed to by The Principal and the Policyholder.

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- *The combined lifetime maximum variable may be removed if agreed to by The Principal and the Policyholder.*

Policy Form GC 3046-2

- [145] *This variable is normally used but may be removed if requested by the Policyholder and agreed to by The Principal. The variable for [or a claim for benefits has been denied] is normally used but may be removed if requested by a Policyholder and approved by the Principal.*
- [146] This variable is normally used to include the pre-existing condition limitation, however it may be removed if agreed to by The Principal and the Policyholder.
- [147] This variable is optional and would only be included for non-occupational coverage.
- [148] This variable is optional and would be included if the plan covers only Complications of Pregnancy.
- [149] *This variable would be included if an Injury only plan is elected.*
- [149A] *Variable items j. through o. will normally be used on plans that cover injury only but any item may be removed if requested by the Policyholder and approved by The Principal.*
- [150] This variable is normally used, but may be removed if agreed to by The Principal and the Policyholder. *The [12 months] variable is normally used, but may change if agreed to by The Principal and the Policyholder. This time frame may also be expressed in year(s).*
- [151] This variable is optional and would be included if agreed to by The Principal and Policyholder.
- [152] The [three month] variable is used if the plan contains a 3/12 pre-existing option, or a 3/6/12 pre-existing option. This variable will be changed to [six months] if the plan contains a 6/12/24 pre-existing option, or [30 days] if the plans contains a 30/5 pre-existing option. This variable may also be changed to other time periods if agreed to by The Principal and the Policyholder.
- [153] The [six consecutive months] variable is used if the plan contains a 3/6/12 pre-existing option. This variable will be changed to [twelve consecutive months] if the plan contains a 6/12/24 pre-existing option. This variable may also be changed to other time periods if agreed to by The Principal and the Policyholder.

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- [154] The [twelve consecutive months] variable is used if the plan contains a 3/12 pre-existing option or a 3/6/12 pre-existing option. This variable will be changed to [24 consecutive months] if the plan contains a 6/12/24 pre-existing option. This variable may also be changed to other time periods if agreed to by The Principal and the Policyholder.
- [155] This variable is normally used, but may be removed if agreed to by The Principal and the Policyholder. The [25%] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.
- [156] This provision is used when the Long Term Disability plan is a replacement for another Long Term Disability.

Policy Form GC 3048

- [157] The Subrogation and Reimbursement provision is optional and will be included if elected by the Policyholder.

Policy Form GC 3050-1

- [158] *This variable will standardly be used but may be removed if requested by the Policyholder and approved by The Principal. Both the [Workers' Compensation] and the [Other Disability Coverage] variables are standard, however, either variable may be removed if requested by the Policyholder and agreed to by The Principal.*

Policy Form GC 3052

- [160] This variable is used for plans issued to a single employer group.
- [161] This variable is used for plans issued to a multiple employer trust (MET).
- [162] The [three] variable is normally used to show the minimum plan size for insured employees, but this number may be changed if The Principal determines a different minimum plan size for new sales.

Policy Form GC 3054

- [163] *The Infectious and Contagious Disease Benefit is optional and is included if elected by the Policyholder.*
- [164] *The [has been insured...] variable is normally used but may be removed if requested by the Policyholder and agreed to by The Principal. The 12 month variable is normally used but may be changed if agreed to by The Principal and the Policyholder.*

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[164A] If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.

[165] The 20% variable for earnings loss is normally used but may be changed if agreed to by The Principal and the Policyholder. The percentage can range from 80% to 30% if agreed upon by The Principal and the Policyholder, which means the income loss percentage can vary from 20% to 70%.

[166] The [two years] variable for end date is normally used but may be changed if agreed to by The Principal and the Policyholder. Social Security Normal Retirement age is available if requested and agreed to by The Principal and the Policyholder.

Policy Form GC 3056

[167] The Progressive Illness Benefit is optional, and is included if elected by the Policyholder.

Policy Form GC 3058

[168] The Extended Earnings Protection Benefit is optional and is included if elected by the Policyholder.

[168A] If elected by the Policyholder, the variable of [Own Job] will be used instead of the variable for [Own Occupation]. The [Own Occupation] variable will normally be used.

[169] The earnings variable of 80% will normally be used but may be changed if agreed to by The Principal and the Policyholder.

[170] The duration of benefits variable will normally be six months but may be changed if agreed to by The Principal and the Policyholder. This may also be expressed in days rather than months.

[171] The earnings variable will match the percentage amount identified in Article 1, item d in this provision.

Policy Form GC 3060

[172] The Business Protection Benefit is optional and is included if elected by the Policyholder.

[173] The [[60%] of the Member's..] variable can be used in lieu of [174] if agreed to by The Principal and the Policyholder.

[174] The [lesser of...] variable and the 60% of Predisability Earnings will normally be used but may be changed if agreed to by The Principal and the Policyholder.

STATEMENT OF VARIABILITY
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- [175] *This benefit will be reduced by a proportionate loss formula if an employee is working in a part-time or reduced duties capacity.*
- [176] *This lifetime maximum section will normally be used but may be removed if agreed to by The Principal and the Policyholder. The lifetime maximum variable of 12 months will also normally be used but may be removed if agreed to by The Principal and the Policyholder. This length of time may also be expressed in days.*
- [177] *The maximum duration item with a 12-month length of time variable will normally be used but may be removed if agreed to by The Principal and the Policyholder. The length of time variable may also be expressed in days.*
- [178] *The Member definition requirement will normally be used but may be removed if agreed to by The Principal and the Policyholder.*

Policy Form GC 3062

- [179] *The Medical Premium Supplement Benefit is optional and is included if elected by the Policyholder.*
- [180] *The variable [and 2] would be used if a Work Incentive benefit is elected. The amount and duration will normally be \$500 and 29 months but may be changed if agreed to by The Principal and the Policyholder.*

Policy Form GC 3066

- [181] *The Dependent Spouse Activities of Daily Living (ADL) Benefit is optional and will be included if elected by the Policyholder.*
- [182] *The [two] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.*
- [183] *The [12] variable is normally used, but may be changed if agreed to by The Principal and the Policyholder.*
- [184] *Variables d. through g. are normally used but may be removed if agreed to by The Principal and the Policyholder.*
- [185] *The [\$1000] is normally used as the maximum monthly benefit payable under the Dependent Spouse Activities of Daily Living (ADL) Benefit but may be changed if agreed to by The Principal and the Policyholder.*

STATEMENT OF VARIABILITY
Group Long Term Disability Insurance Policy Forms, GC 3000-1 et al

[186] *This variable is normally used but may be replaced by the variable [187] if elected by the Policyholder. The [24 months] is standard but may be changed if agreed to by The Principal and the Policyholder.*

[187] *This section providing for a lifetime maximum is normally use with the monthly variable matching the Benefit Payment Period. This section may be removed or the maximum number of months of benefits paid under this plan may be more than the defined Benefit Payment Period if agreed to by The Principal and the Policyholder.*

Policy Form GC 3068

[188] *The Physician Education Benefit is optional and will be included if elected by the Policyholder.*

[189] *Item b. will standardly be used but may be removed if requested by the Policyholder and approved by The Principal. The [six] [consecutive] variable is standard but may vary from six to twelve months if requested by the Policyholder and approved by The Principal. The [consecutive] variable is standard but may be removed if requested by the Policyholder and approved by The Principal.*

[190] *The [and 2] variable will be used for plans with a residual or partial disability benefit. The [100%] variable is standard but can also be 50% or 75% if requested by the Policyholder and approved by The Principal.*

[191] *The [\$30,000] variable is standard but can range from \$10,000 to \$50,000 if requested by the Policyholder and approved by The Principal.*