

SERFF Tracking Number: PRLF-128092479 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number:
Company Tracking Number: S-2012-225
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: Single Case Filing - Dillards (LTD)
Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Filing at a Glance

Company: Principal Life Insurance Company

Product Name: Single Case Filing - Dillards (LTD) SERFF Tr Num: PRLF-128092479 State: Arkansas

TOI: H11G Group Health - Disability Income

SERFF Status: Closed-Approved State Tr Num:

Sub-TOI: H11G.003 Long Term

Co Tr Num: S-2012-225

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Donna Lambert

Authors: Bonnie Blue, Mark Curtis, Disposition Date: 02/15/2012

Ann McCoy

Date Submitted: 02/14/2012

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date: 03/15/2012

State Filing Description:

General Information

Project Name: Dillard's - Revision to definition of Compensation

Status of Filing in Domicile: Not Filed

Project Number: S-2012-225

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 02/15/2012

State Status Changed: 02/15/2012

Deemer Date:

Created By: Bonnie Blue

Submitted By: Bonnie Blue

Corresponding Filing Tracking Number:

Filing Description:

Group Long Term Disability Insurance

- Policy Forms GC 3004 DIL-2, GC 3020 DIL-2, and GC 3004 (DIL)-3

- Booklet-Certificate Forms GH 808 DIL-2, GH 824 DIL-2, and GH 824 (DIL)-3

Enclosed for your review and approval are copies of the above listed forms, which are being submitted for approval on a single case basis. A large insured group policyholder located in Arkansas has requested a change in their definition of compensation because they have multiple levels of salary arrangements. The changes are italicized in red font on the attached policy and booklet certificate insert pages for your ease in reviewing.

SERFF Tracking Number: PRLF-128092479 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number:
 Company Tracking Number: S-2012-225
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: Single Case Filing - Dillard's (LTD)
 Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

If approved, these pages will be used for this one case only, with our Group Long Term Disability Insurance Policy forms series GC 3000 DIL, et al, (originally approved June 2, 2008, with various subsequent filing and approval dates for changes), for salaried employees of this large policyholder. We have also included revised pages to be used with Group Long Term Disability Insurance Policy forms series GC 3000 (DIL)-2, et al, (originally approved September 9, 2011), for hourly employees of this large policyholder.

No part of this filing contains any unusual or controversial items from normal industry standards.

Thank you for your consideration of this submission. All required certification forms are enclosed.

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 in the Contact Information tab.

Company and Contact

Filing Contact Information

Bonnie Blue, Compliance Advisor, Group blue.bonnie@principal.com
 Compliance
 711 High St. 800-986-3343 [Phone] 70657 [Ext]
 K-005-E90 515-246-4906 [FAX]
 Des Moines, IA 50392-0002

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 50392-0002 Group Name: State ID Number:
 (800) 986-3343 ext. [Phone] FEIN Number: 42-0127290

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: 6 forms x \$50 each = \$300
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
---------	--------	----------------	---------------

SERFF Tracking Number: PRLF-128092479 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number:
Company Tracking Number: S-2012-225
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: Single Case Filing - Dillards (LTD)
Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225
Principal Life Insurance Company \$300.00 02/14/2012 56346189

SERFF Tracking Number: PRLF-128092479 State: Arkansas
Filing Company: Principal Life Insurance Company State Tracking Number:
Company Tracking Number: S-2012-225
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: Single Case Filing - Dillards (LTD)
Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Donna Lambert	02/15/2012	02/15/2012

SERFF Tracking Number: PRLF-128092479 *State:* Arkansas
Filing Company: Principal Life Insurance Company *State Tracking Number:*
Company Tracking Number: S-2012-225
TOI: H11G Group Health - Disability Income *Sub-TOI:* H11G.003 Long Term
Product Name: Single Case Filing - Dillard's (LTD)
Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Disposition

Disposition Date: 02/15/2012

Implementation Date: 03/15/2012

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRLF-128092479 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number:
 Company Tracking Number: S-2012-225
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: Single Case Filing - Dillard's (LTD)
 Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved	Yes
Supporting Document	Application	Approved	Yes
Supporting Document	Statement of Variability (for salaried plans)	Approved	Yes
Form	PART I -DEFINITIONS	Approved	Yes
Form	PART IV - BENEFITS Section B Benefits Payable	Approved	Yes
Form	DESCRIPTION OF BENEFITS Benefits Payable	Approved	Yes
Form	DEFINITIONS	Approved	Yes
Form	PART I -DEFINITIONS	Approved	Yes
Form	DEFINITIONS	Approved	Yes

SERFF Tracking Number: PRLF-128092479 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number:
 Company Tracking Number: S-2012-225
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: Single Case Filing - Dillard's (LTD)
 Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Form Schedule

Lead Form Number: GC 3004 DIL-2

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved 02/15/2012	GC 3004 DIL-2	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	PART I - DEFINITIONS	Revised	Replaced Form #: GC 3004-1 DIL-1 Previous Filing #: PRLF-126150786		GC 3004 DIL- 2.pdf
Approved 02/15/2012	GC 3020 DIL-2	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	PART IV - BENEFITS Section B Benefits Payable	Revised	Replaced Form #: GC 3020 DIL-1 Previous Filing #: PRLF-126150786		GC 3020 DIL- 2.pdf
Approved 02/15/2012	GH 808 DIL-2	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	DESCRIPTION OF BENEFITS Benefits Payable	Revised	Replaced Form #: GH 808 DIL-1 Previous Filing #: PRLF-126150786		GH 808 DIL- 2.pdf
Approved 02/15/2012	GH 824 DIL-2	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	DEFINITIONS	Revised	Replaced Form #: GH 824-1 DIL-1 Previous Filing #: PRLF-126150786		GH 824 DIL- 2.pdf
Approved	GC 3004	Policy/Cont	PART I -	Revised	Replaced Form #:		GC 3004

<i>SERFF Tracking Number:</i>	<i>PRLF-128092479</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Principal Life Insurance Company</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>S-2012-225</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>Single Case Filing - Dillard's (LTD)</i>		
<i>Project Name/Number:</i>	<i>Dillard's - Revision to definition of Compensation/S-2012-225</i>		
02/15/2012 (DIL)-3	ract/Fratern DEFINITIONS al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	GC 3004 (DIL)-2 Previous Filing #: PRLF-127364704	(DIL)-3.pdf
Approved GH 824 02/15/2012 (DIL)-3	Certificate DEFINITIONS Amendmen t, Insert Page, Endorseme nt or Rider	Revised Replaced Form #: GH 824 (DIL)-2 Previous Filing #: PRLF-127364704	GH 824 (DIL)- 3.pdf

PART I - DEFINITIONS

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

Active Work; Actively at Work

A Participant will be considered Actively at Work if his or her coverage is not terminated. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided he or she is able and available for active performance of all of his or her regular duties and were working the day immediately prior to the date of his or her absence.

Benefit Payment Period

The period of time during which benefits are payable.

Current Earnings

A Participant's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Participant's Monthly Earnings may result from working for the Policyholder or any other employer.

Date of Issue

The date this Group Policy is placed in force: June 1, 2006

[1] **[Dependent**

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

[2] **[Disability; Disabled (for H35922)**

A Participant will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Participant cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.

- b. The Participant is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Participant 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.
- b. The Participant 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.]

[Disability; Disabled (for H35978 and H35979)

A Participant will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

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

- a. The Participant cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.
- b. The Participant is performing the duties of his or her Own Occupation 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.]

Elimination Period

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

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 Participants.

Hospital

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

Income Loss Percentage

A Participant's Income Loss Percentage is equal to:

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

Indexed Predisability Earnings

A Participant's Predisability Earnings adjusted for increases in the Consumer Price Index.

Insurance Month

Calendar month.

Maximum Monthly Benefit

[3] [\$6,000] [\$15,000] [\$25,000]

Mental Health Condition

Any condition which is:

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

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

Modified Basis

A Participant will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

Monthly Earnings

On any date, a Participant's basic monthly (or monthly equivalent) wage then in force, as reported to *The Principal* by the *Policyholder*.

Other Income Sources

- [4] [a. All disability payments for the month that the Participant and the Participant's 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]
- [4] [b. for a Participant who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Participant and the Participant's 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]

[4] [c. for a Participant who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Participant and the Participant's 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 the Participant receives 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 the Participant 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 pays a part of the cost or makes payroll deductions for that coverage; and

f. all payments for the month that the Participant receives or is eligible to receive under another group disability insurance policy; and

g. all payments for the month that the Participant receives under any state disability plan; and

[4] h. all [sick pay, salary continuance payments, personal time off,] severance pay for the month that the Participant receives from the Policyholder; and

i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Participant receives under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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

j. all payments for the month that the Participant 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

k. all renewal commissions for the month that the Participant receives from the Policyholder.

NOTE:

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

[4] [Any retirement payments the Participant 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 Participant 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 Participant withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Own Occupation

The occupation the Participant is routinely performing for the Policyholder when his or her Disability begins.

[1] **[Own Occupation Period**

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

Participant

Any full-time employee or part-time employee who has enrolled and works the required number of hours during each benefit quarter as determined by Dillard's accounting calendar.

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.

The term Physician does not include the Participant, an employee of the Participant, a business or professional partner or associate of the Participant, any person who has a financial affiliation

or business interest with the Participant, anyone related to the Participant by blood or marriage, or anyone living in the Participant's household.

Policy Anniversary

June 1, 2012, and the same day of each year.

Policyholder

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

Predisability Earnings

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

Primary Monthly Benefit

[3] 60% of the Participant's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000][[\$15,000][[\$25,000].

Prior Plan

The Group Long Term Disability coverage of either:

- a. the Policyholder; or
- b. a business entity which has been obtained by the Policyholder through a merger or acquisition;

for which this Group Policy is a replacement.

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.

Reasonable Accommodation

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

Regular and Appropriate Care

A Participant 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 Participant to full-time work; and
- e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

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

Signed or Signature

Any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by The Principal.

Social Security Normal Retirement Age (SSNRA)

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

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

[1] **[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.]

Substantial and Material Duties

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

Written or Writing

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

Section B - Benefits Payable

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

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

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

The work incentive Benefit Payable to a Participant for each full month of a Benefit Payment Period will be:

- a. for the first 24 months, the lesser of:
 - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from his or her Own Occupation or any occupation; or
 - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. thereafter, the Participant's Primary Monthly Benefit less Other Income Sources, multiplied by the Participant's Income Loss Percentage.

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

If the Participant 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.

[3]

Primary Monthly Benefit

60% of the Participant's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000][\$15,000][\$25,000].

Predisability Earnings

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

PART IV - BENEFITS

Indexed Predisability Earnings

A Participant's Predisability Earnings adjusted for increases in the Consumer Price Index.

Income Loss Percentage

A Participant's Income Loss Percentage is equal to:

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

Current Earnings

A Participant's Monthly Earnings for each month that he or she is Disabled. While Disabled, a Participant's Monthly Earnings may result from working for the Policyholder or any other employer.

Monthly Earnings

On any date, a Participant's basic monthly (or monthly equivalent) wage then in force, as reported to *The Principal* by the *Policyholder*.

[4]

Other Income Sources

- [a All disability payments for the month that the Participant and the Participant's 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 for a Participant who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Participant and the Participant's 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 for a Participant who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Participant and the Participant's 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 the Participant receives from a permanent or temporary

PART IV - BENEFITS

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 the Participant 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 pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Participant receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Participant receives under any state disability plan; and
- h. all [sick pay, salary continuance payments, personal time off,] severance pay for the month that the Participant receives from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Participant receives under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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
- j. all payments for the month that the Participant 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
- k. all renewal commissions for the month that the Participant receives from the Policyholder.

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

[Any retirement payments the Participant 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.]

PART IV - BENEFITS

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 Participant 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 Participant withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

Article 3 - Minimum Monthly Benefit

In no event will the monthly Benefit Payable be less than the greater of 10% of the Participant'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.

PART IV - BENEFITS

DESCRIPTION OF BENEFITS

Benefits Payable

If you are not working during a period of Disability

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

If you are working during a period of Disability

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

- a. For the first 24 months, the lesser of:
 - (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from your Own Occupation or any occupation; or
 - (2) the Primary Monthly Benefit less Other Income Sources; and
- b. Thereafter, your Primary Monthly Benefit less Other Income Sources, multiplied by your Income Loss Percentage.

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

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

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

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

Primary Monthly Benefit

60% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of [\$6,000][\$15,000][\$25,000].

Predisability Earnings

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

Indexed Predisability Earnings

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

Income Loss Percentage

Your Income Loss Percentage is equal to:

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

Current Earnings

Your Monthly Earnings for each month you are Disabled. While Disabled, your Monthly Earnings may result from working for the Policyholder or any other employer.

Monthly Earnings

On any date, your basic monthly (or monthly equivalent) wage then in force, as *reported to Us by the Policyholder*.

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 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 [sick pay, salary continuance payments, personal time off,] severance pay, for the month that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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
- j. 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
- k. all renewal commissions for the month that you receive from the Policyholder.

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

[Any retirement payments 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.

Minimum Monthly Benefit

In no event will the Monthly Benefit Payable 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 Principal Life 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.

DEFINITIONS

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

Active Work; Actively at Work

You are considered Actively at Work if your coverage is not terminated. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided you are able and available for active performance of 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. While Disabled, your Monthly Earnings may result from working for the Policyholder 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.

[Disability; Disabled (for H35922)]

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation 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 Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of 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 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; Disabled (for H35978 and H35979)

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

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

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation 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.]

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.

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 Principal Life which describes benefits and provisions for insured Participants.

Hospital

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

Income Loss Percentage

Your Income Loss Percentage is equal to:

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

Indexed Predisability Earnings

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

Insurance Month

Calendar month.

Maximum Monthly Benefit

[\$6,000] [\$15,000] [\$25,000]

Mental Health Condition

Any condition which is:

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

Conditions not considered a Mental Health Condition include:

- a. dementia; and
- b. organic brain syndrome; and
- c. delirium; and
- d. organic amnesia syndromes; and
- e. organic delusional or organic hallucinogenic syndromes.

Modified Basis

You will be considered working on a Modified Basis if you are working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

Monthly Earnings

On any date, your basic monthly (or monthly equivalent) wage then in force, as *reported to Us by the Policyholder*.

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 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 [sick pay, salary continuance payments, personal time off,] severance pay, for the month that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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
- j. 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
- k. all renewal commissions for the month that you receive from the Policyholder.

NOTE:

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

[Any retirement payments 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.

Own Occupation

The occupation you are routinely performing for the Policyholder when your Disability begins.

[Own Occupation Period

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

Participant

Any full-time employee or part-time employee who has enrolled and works the required number of hours during each benefit quarter as determined by Dillard's accounting calendar.

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

DILLARD'S, INC. FLEXIBLE BENEFIT PLAN

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] [\$15,000] [\$25,000].

Proof of Good Health

Written evidence that a person is insurable under Principal Life's underwriting standards. This proof must be provided in a form satisfactory to Principal Life.

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.

Principal Life may require you to have your Physician provide Principal Life with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Principal Life.

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

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 Principal Life.

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.]

Substantial and Material Duties

The essential tasks generally required by employers from those engaged in a particular occupation that cannot be modified or omitted.

Written or Writing

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

PART I - DEFINITIONS

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

Active Work; Actively at Work

A Participant will be considered Actively at Work if his or her coverage is not terminated. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Active Work provided the Participant 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.

Current Earnings

A Participant's Monthly Earnings for each month that he or she is Disabled. This includes all sources of income from the Policyholder 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 Participant's Monthly Earnings may result from working for the Policyholder or any other employer.

Date of Issue

The date this Group Policy is placed in force: June 1, 2011

Dependent

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

Disability; Disabled

A Participant will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Participant cannot perform the majority of the Substantial and Material Duties of his or her Own Occupation.

- b. The Participant is performing the duties of his or her Own Occupation on a Modified Basis or any occupation and is unable to earn more than 80% of his or her Indexed Predisability Earnings.

After completing the Elimination Period and the Own Occupation Period, one of the following applies:

- a. The Participant 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.
- b. The Participant 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 50% of his or her Indexed Predisability Earnings.

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

Elimination Period

The period of time a Participant must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Participant is Disabled and must be satisfied for each period of Disability. A Participant 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 Participant 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 Participant cannot satisfy any part of the Elimination Period with any period of Disability that results from a cause for which Principal Life does not pay benefits.

Employee

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

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 Principal Life which describes benefits and provisions for insured Participants.

Hospital

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

Income Loss Percentage

A Participant's Income Loss Percentage is equal to:

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

Indexed Predisability Earnings

A Participant's Predisability Earnings adjusted for increases in the Consumer Price Index.

Insurance Month

Calendar month.

Maximum Monthly Benefit

\$4,000

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

A Participant will be considered working on a Modified Basis if he or she is working on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

Monthly Earnings

On any date, a Participant's basic monthly (or monthly equivalent) wage then in force, *as reported to The Principal by the Policyholder*.

Other Income Sources

- a. All disability payments for the month that the Participant and the Participant's 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. for a Participant who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Participant and the Participant's 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. for a Participant who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Participant and the Participant's 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 the Participant receives 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 the Participant 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 pays a part of the cost or makes payroll deductions for that coverage; and
- f. all payments for the month that the Participant receives or is eligible to receive under another group disability insurance policy; and
- g. all payments for the month that the Participant receives under any state disability plan; and
- h. all sick pay, salary continuance payments, personal time off, severance pay for the month that the Participant receives from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that the Participant receives under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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
- j. all payments for the month that the Participant 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
- k. all renewal commissions for the month that the Participant receives from the Policyholder; and
- l. all payments for the month that the Participant receives under state unemployment laws.

NOTE:

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

Any retirement payments the Participant 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 Participant 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 Participant withdraws pension benefits from the subsequent pension plan or defined compensation plan due to disability or retirement.

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

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

Own Occupation

The occupation the Participant is routinely performing when Disability begins. Own Occupation does not mean the specific tasks or job the Participant is performing for the Policyholder or at a specific location.

Own Occupation Period

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

Participant

Any full-time employee or part-time employee who has enrolled and works the required number of hours during each benefit quarter as determined by Dillard's accounting calendar.

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.

The term Physician does not include the Participant, an employee of the Participant, a business or professional partner or associate of the Participant, any person who has a financial affiliation

or business interest with the Participant, anyone related to the Participant by blood or marriage, or anyone living in the Participant's household.

Policy Anniversary

June 1, 2012, and the same day of each year.

Policyholder

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

Predisability Earnings

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

Primary Monthly Benefit

50% of the Participant's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$4,000.

Proof of Good Health

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

Reasonable Accommodation

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

Regular and Appropriate Care

A Participant 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 Participant to full-time work; and
- e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

Principal Life may require the Participant 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 Principal Life.

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

Rehabilitation Plan

An individualized Written agreement between the Participant and Principal Life developed with the assistance of the Participant, 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 Participant's ability to perform his or her Own Occupation or any occupation which the Participant is or could reasonably become qualified by education, training, or experience.

Secondary Employment

Employment the Participant is engaged in with an employer, other than the Policyholder, 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 Principal Life.

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 that cannot be modified or omitted.

Written or Writing

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

DEFINITIONS

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

Active Work; Actively at Work

You are considered Actively at Work if your coverage is not terminated. Short term absence because of a regularly scheduled day off, holiday, vacation day, jury duty, funeral leave, or personal time off is considered Actively at 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 Policyholder 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 Policyholder 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.

Disability; Disabled

You will be considered Disabled if, solely and directly because of sickness, injury, or pregnancy:

During the Elimination Period and the Own Occupation Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of your Own Occupation.
- b. You are performing the duties of your Own Occupation 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 Period, one of the following applies:

- a. You cannot perform the majority of the Substantial and Material Duties of 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 or any occupation on a Modified Basis and are unable to earn more than 50% of your Indexed Predisability Earnings.

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

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 Principal Life does not pay benefits.

Employee

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

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 Principal Life which describes benefits and provisions for insured Participants.

Hospital

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

Income Loss Percentage

Your Income Loss Percentage is equal to:

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

Indexed Predisability Earnings

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

Insurance Month

Calendar month.

Maximum Monthly Benefit

\$4,000

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 on either a part-time basis or performing some but not all of the Substantial and Material Duties of the occupation on a full-time basis.

Monthly Earnings

On any date, your basic monthly (or monthly equivalent) wage then in force, as *reported to Us by the Policyholder*.

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 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 sick pay, salary continuance payments, personal time off, severance pay, for the month that you receive from the Policyholder; and
- i. all retirement payments attributable to employer contributions and all disability payments attributable to employer contributions for the month that you receive under a pension plan sponsored by the Policyholder. A pension plan is a defined benefit plan or defined contribution plan providing disability or retirement benefits for employees. A pension plan does not include a profit sharing plan, a thrift savings plan, a 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
- j. 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
- k. all renewal commissions for the month that you receive from the Policyholder; and
- l. 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, or loss of time from work payments specified above are attributable to individual disability insurance policies, the payments will not be considered an Other Income Source.

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

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

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

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

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

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

Own Occupation

The occupation you are routinely performing when Disability begins. Own Occupation does not mean the specific tasks or job you are performing for the Policyholder or at a specific location.

Own Occupation Period

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

Participant

Any full-time employee or part-time employee who has enrolled and works the required number of hours during each benefit quarter as determined by Dillard's accounting calendar.

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

DILLARD'S, INC. FLEXIBLE BENEFIT PLAN.

Predisability Earnings

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

Primary Monthly Benefit

50% of your Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of \$4,000.

Proof of Good Health

Written evidence that a person is insurable under Principal Life's underwriting standards. This proof must be provided in a form satisfactory to Principal Life.

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.

Principal Life may require you to have your Physician provide Principal Life with a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to Principal Life.

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

Rehabilitation Plan

An individualized Written agreement between you and Principal Life, 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 or any occupation which you are or could reasonably become qualified by education, training, or experience.

Secondary Employment

Employment the Participant is engaged in with an employer, other than the Policyholder, 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 Principal Life.

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 that cannot be modified or omitted.

Written or Writing

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

SERFF Tracking Number: PRLF-128092479 State: Arkansas
 Filing Company: Principal Life Insurance Company State Tracking Number:
 Company Tracking Number: S-2012-225
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
 Product Name: Single Case Filing - Dillard's (LTD)
 Project Name/Number: Dillard's - Revision to definition of Compensation/S-2012-225

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved	02/15/2012
Comments:		
Attachment: Readability Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Approved	02/15/2012
Comments: this form was included in previous filing PRLF-125595399 and approved on 6-9-08.		
Attachment: GP56002.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability (for salaried plans)	Approved	02/15/2012
Comments:		
Attachment: LTD Statement of Variability - Dillard's.pdf		

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATION OF READABILITY

I, Kimberly Douglas, 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 3004 DIL-2	Group Long Term Disability Insurance Policy Form - PART I – DEFINITIONS (salaried members)	44.6
GC 3020 DIL-2	Group Long Term Disability Insurance Policy Form - PART IV – Benefits, Section B – Benefits Payable (salaried members)	57.6
GH 808 DIL-2	Booklet-Certificate Form – Description of Benefits – Benefits Payable (salaried members)	60.8
GH 824 DIL-2	Booklet-Certificate Form – Definitions (salaried members)	45.6
GC 3004 (DIL)-3	Group Long Term Disability Insurance Policy Form - PART I – DEFINITIONS (hourly members)	43.2
GH 824 (DIL)-3	Booklet-Certificate Form – Definitions (hourly members)	45.4

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



Kimberly Douglas, Director
Group Life and Health Compliance

February 14, 2012

Date

12/1999





Mailing Address: Des Moines, IA 50392-0002

Principal Life Insurance Company Health Statement for Self Administered Plans

Account Number / Unit Number H35922

Employer to Complete This Section: After completing make a copy of Page 1 for your records before you give the form to your employee.

Employer name Dillard's, Inc.

Direct all employer's correspondence regarding this statement to: Name Benefits Department

Address (street) 1600 Cantrell Road

City State ZIP code Phone Little Rock AR 72201 (501) 376-5933

Employee's name AIN number Date of hire Annual salary

Effective date as per contractual provisions

[x] open enrollment - effective date June 1st

This statement is: (place a "(v)") in each box that applies)

- [] for employee [] add new coverages [] increase in current coverages [] for dependent(s) [x] late

Please check the coverages (and indicate the new amount or increase in amount) being applied for at this time. See your benefit plan/contract for proof of good health rules that apply to your plan.

Table with 3 columns: Coverage type, Current amount, Requested amount. Rows include basic life, voluntary term life (employee/spouse/child), short term disability, and long term disability.

Employee to Complete This Section

120-0

Your name (last, first, middle initial) _____ Home phone number _____

Home address (street) _____

City _____ State _____ ZIP code _____

Date of birth _____ Are you married? male female yes no Date of marriage _____

Name of spouse _____ Spouse's date of birth _____

This statement is for: myself my spouse my children

Name of each dependent child applying for coverage (last, first, middle initial)	Sex	Date of birth	Full-time student	Foster/step child*	Disabled or handicapped* child
1.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are additional children listed on separate page? yes Please sign and date all pages.

* Foster and stepchildren, eligibility is determined by employer. For disabled, handicapped children, complete the appropriate form.

Health Information for All Coverages Being Applied for

Answer only for those individuals requesting coverage. To prevent delays answer each question and give full details to "yes" answers. All statements and descriptions on this form shall be deemed to be representations and not warranties.

Employee's height _____ ft. _____ in. weight _____ lbs. Spouse's height _____ ft. _____ in. weight _____ lbs.

1. yes no Is any person on whom coverage is requested currently using tobacco products, including cigarette, pipe, cigar or chewing tobacco? If so, how long? _____
Which applicant(s)? _____

2. yes no Is any person on whom coverage is requested **currently** receiving medical treatment, taking medication, or pregnant?

3. yes no **In the past 5 years**, has any person on whom coverage is requested had surgery, been hospitalized or consulted with a doctor, had blood or other diagnostic tests (other than for HIV antibody), or been advised to receive medical treatment?

4. yes no **In the past 5 years**, has any person on whom coverage is requested been diagnosed with or received treatment for any of the following (check all that apply)?

<input type="checkbox"/> cancer	<input type="checkbox"/> liver disorder	<input type="checkbox"/> bone disorder	<input type="checkbox"/> mental disorder
<input type="checkbox"/> tumors	<input type="checkbox"/> kidney disorder	<input type="checkbox"/> joint disorder	<input type="checkbox"/> nervous disorder
<input type="checkbox"/> heart condition	<input type="checkbox"/> muscle disorder	<input type="checkbox"/> urinary disorder	<input type="checkbox"/> diabetes
<input type="checkbox"/> high blood pressure	<input type="checkbox"/> multiple sclerosis/ neurological disorder	<input type="checkbox"/> respiratory disorder	<input type="checkbox"/> hepatitis
<input type="checkbox"/> stroke			

5. yes no **In the past 10 years**, has any person on whom coverage is requested been treated for, diagnosed as having or tested positive for Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or any other immune disorder?

Health Information for All Coverages Being Applied for (continued)

120-0

Provide details for all "yes" answers. If more space is needed, attach a separate page giving full details. Sign and date all pages.

Name	Date diagnosed/treated	Duration of illness or condition
Diagnosis of illness or condition	Type of treatment/names of all medications	
Any current symptoms or problems		
Names and addresses of doctors, hospitals or other providers		

Name	Date diagnosed/treated	Duration of illness or condition
Diagnosis of illness or condition	Type of treatment/names of all medications	
Any current symptoms or problems		
Names and addresses of doctors, hospitals or other providers		

Name	Date diagnosed/treated	Duration of illness or condition
Diagnosis of illness or condition	Type of treatment/names of all medications	
Any current symptoms or problems		
Names and addresses of doctors, hospitals or other providers		

Authorization, Acknowledgment, and Signatures

- I represent information, statements, and answers on this form, and any attachments, are complete and true to the best of my knowledge. They are a part of this request for coverage under the group policies. I agree Principal Life Insurance Company is not liable for anyone's claim which happens or begins before the effective date of coverage or approval of any life and disability coverage.
- I have read, or had read to me, the questions and responses and realize any false statements, omissions or material misrepresentation regarding age or health information could cause life and disability coverages, if issued, to be cancelled as never effective.
- Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.
- I understand all policy provisions for medical coverage will apply. If approved for life and disability coverages, all policy provisions will apply including, but not limited to, preexisting conditions restriction, the Actively at Work and Period of Limited Activity provisions.
- I understand an agent cannot change or waive any rates, benefits, or provisions of any policy, if issued, without the written approval of an officer of Principal Life.
- For life and disability coverages, I authorize any doctor, health care provider, hospital, clinic or medically related facility, insurance company, consumer reporting agency or employer, that has any personal information, including physical, mental, drug or alcohol use history, regarding me or any dependent, to give to Principal Life, its agents and employees performing business transactions, any such data.

Authorization, Acknowledgment, and Signatures (continued)

120-0

- I authorize Principal Life to release any such data as required by law. When signed in connection with any application for, reinstatement of, or request for change in benefits, this form shall be valid for two years after the date shown below. I understand I may revoke this authorization for information not then obtained. A photocopy of this form shall be as valid as the original.
- I understand the data obtained by use of this authorization will be used by Principal Life for claims administration and to determine eligibility for life and disability coverage. This information will not be used for any purposes prohibited by law.

Employee's signature	Date signed
Spouse's signature*	Date signed

*Spouse signature only required if Voluntary Term Life coverage is elected.

Notice of Information Practices for Life and Disability Coverages

In order to properly underwrite and consider your request for coverage, we must collect information to determine if you (and your dependents if also requesting dependent coverage) qualify for insurance with Principal Life. We will do this by having you complete this Health Statement. In addition, we may contact sources besides yourself for personal data about any proposed insured, including (a) spouse, (b) employer, (c) medical professionals or institutions, and (d) insurance companies to which you may have applied for insurance in the past. The personal data may include age, medical history, job, income, habits and other personal characteristic information. We may also ask that medical exams or other tests be completed.

We will keep your data confidential. Only employees performing business transactions regarding your coverage will see your data. In certain circumstances, we may provide data to (a) government agencies, (b) attending physicians, (c) insurance organizations without identification, and (d) the employer, if applicable, for the purpose of reporting claims experience or conducting audits.

You or your dependents, if applicable, have certain rights in connection with this request for coverage. Those rights are:

1. to find out what personal information is contained in Principal Life files (medical information may be disclosed only to your attending physician).
2. to correct or amend information in Principal Life files.

Upon written request, Principal Life will furnish to you (or your dependent) information concerning:

1. the nature and scope of personal data in our records;
2. the types of disclosures which may be made; and
3. rights of access to the information collected and how such information may be corrected or amended.

We will respond to such written request within 30 days from the date of receipt.

For further information about your file or rights, you may contact: Group Operations, Medical Underwriting, Principal Life Insurance Company, Des Moines, IA 50392-0432.

Instructions for Employee

After this form is completed and signed, send original to Principal Life Insurance Company, Des Moines, IA 50392-0002, and make a copy for your records.

**Statement of Variability for Submission of
Group Long Term Disability Insurance Policy Forms, GC 3004 DIL-2, et al**

Policy Forms GC 3004 DIL-2 and GC 3020 DIL-2

- [1] This group has multiple policy numbers assigned to it for various locations of salaried employees. These definitions are used in the policies based on the benefits selected for each location.
- [2] Definition of “Disability; Disabled” This group has multiple definitions of “disability/disabled” that vary depending on the location as noted.
- [3] Definition of “Maximum Monthly Benefit” and “Primary 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 for each class of participants.
- [4] Definition of Other Income Sources: This definition is always used. These provisions are all shown as variables in our general use filing and will be used for this group depending on the benefits applicable to each location.

The same corresponding variables have been noted with brackets in the booklet-certificate pages included with this filing.