COURTNEY MARCINEK
KESSLER TOPAZ MELTZER
280 KING OF PRUSSIA RD
RADNOR PA 19087



1019056

02/01/2021

GROUP POLICY FOR:

KESSLER TOPAZ MELTZER & CHECK, LLP

ALL OTHER MEMBERS
Group Long Term Disability Insurance

Print Date: 03/25/2021

This page left blank intentionally

CHANGE NO. --3-- AMENDMENT TO BE ATTACHED TO AND MADE A PART OF PRINCIPAL LIFE INSURANCE COMPANY GROUP POLICY NO. GLT 1019056 ISSUED TO

KESSLER TOPAZ MELTZER & CHECK, LLP

It is agreed that the above Group Policy be amended effective as of February 1, 2021, by striking all pages and replacing such pages with the following updated Group Policy.

The effect of this change is to completely replace the documentation of the contract between the above-named Policyholder and The Principal. Therefore, as of the effective date of this change, all prior versions of that documentation are null and void. This change is not intended to renew the contract between the Policyholder and The Principal in any way which affects the time limits of the coverages or limitations as stated in the original documentation.

The provisions and conditions set forth on any attached page are part of this Amendment the same as if set forth above.

This Amendment will become effective as a Written agreement between The Principal and the Policyholder on the first premium due date following the effective date shown above for which premium due under this Group Policy is received by The Principal.

Executed by The Principal as of March 25, 2021.

Executive Vice President,
General Counsel and Secretary

Chairman, President and
Chief Executive Officer

This page left blank intentionally

Principal Life
Insurance Company
Des Moines, IA 50392

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

This group insurance policy is issued to:

KESSLER TOPAZ MELTZER & CHECK, LLP
(called the Policyholder in this Group Policy)

The Date of Issue is June 1, 2020.

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

LONG TERM DISABILITY INSURANCE

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

Executive Vice President,
General Counsel and Secretary

Chairman, President and
Chief Executive Officer

GROUP POLICY NO. GLT 1019056
NON-PARTICIPATING
CONTRACT STATE OF ISSUE: PENNSYLVANIA

This policy has been updated effective February 1, 2021

Principal Life
Insurance Company
Des Moines, IA 50392

TABLE OF CONTENTS

PART IA - LONG TERM DISABILITY INSURANCE SUMMARY

PART I - DEFINITIONS

PART II - POLICY ADMINISTRATION

Section A - Contract

Entire Contract	Article 1
Policy Changes	Article 2
Policyholder Eligibility Requirements	Article 3
Policy Incontestability	Article 4
Individual Incontestability and Eligibility	Article 5
Information to be Furnished	Article 6
Certificates	Article 7
Workers' Compensation Insurance Not Replaced	Article 8
Policy Interpretation	Article 9
Electronic Transactions	Article 10
Value Added Service	Article 11

Section B - Premiums

Payment Responsibility; Due Dates; Grace Period	Article 1
Premium Rates	Article 2
Premium Rate Changes	Article 3
Premium Amount	Article 4
Contributions from Members	Article 5

Section C - Policy Termination

Failure to Pay Premium	Article 1
Termination Rights of the Policyholder	Article 2
Termination Rights of The Principal	Article 3
Policyholder Responsibility to Members	Article 4

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Member Insurance	Article 1

This policy has been updated effective February 1, 2021

Section B - Effective Dates

Actively at Work	Article 1
Effective Date for Noncontributory Insurance	Article 2
Effective Date for Contributory Insurance	Article 3
Effective Date When Proof of Good Health is Required	Article 4
Proof of Good Health Requirements	Article 5
Effective Date for Benefit Changes Due to a Change in Monthly Earnings	Article 6
Effective Date for Benefit Changes Due to a Change in Insurance Class	Article 6A
Effective Date for Benefit Changes - Change by Policy Amendment	Article 7
Effective Date for Benefit Changes - Change in Benefits Made by The Principal	Article 8

Section C - Member Termination, Continuation, and Reinstatement

Member Termination	Article 1
Member Continuation	Article 2
Member Continuation and Reinstatement - Sickness, Injury, or Pregnancy	Article 3
Member Continuation and Reinstatement - Layoff or Leave of Absence	Article 4
Member Continuation and Reinstatement - Family and Medical Leave Act (FMLA)	Article 5

PART IV - BENEFITS

Section A - Benefit Qualification

Benefit Qualification	Article 1

Section B - Benefits Payable

If the Member is not working during a period of Disability	Article 1
If the Member is working during a period of Disability	Article 2
Minimum Monthly Benefit	Article 3

Section C - Rehabilitation Services and Benefits

This policy has been updated effective February 1, 2021

Rehabilitation Services and Benefits	Article 1
Rehabilitation Services	Article 2
Predisability Intervention Services	Article 3
Rehabilitation Incentive Benefit	Article 4
Reasonable Accommodation Benefit	Article 5
Return to Work Child Care Benefit	Article 6

Section E - Survivor Benefit

Survivor Benefit	Article 1

Section G - Activities of Daily Living (ADL) Benefit

Definitions	Article 1
Eligibility	Article 2
Benefit	Article 3
Termination	Article 4

Section K - Monthly Payment Limit

Monthly Payment Limit	Article 1

Section M - Benefit Payment Period and Recurring Disability

Benefit Payment Period	Article 1
Recurring Disability	Article 2

Section N - Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, or a Mental Health Condition

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

Section O - Limitations

Limitations	Article 1
Preexisting Conditions Exclusion for Initial Coverage	Article 2
Preexisting Conditions Exclusion for Benefit Increases	Article 3
Replacement of a Prior Plan	Article 4

Section Q - Claim Procedures

Notice of Claim	Article 1

This policy has been updated effective February 1, 2021

Claim Forms	Article 2
Proof of Disability	Article 3
Documentation of Loss	Article 3A
Earnings Documentation	Article 3B
Investigation of Member's Claim	Article 3C
Proof of Disability while outside the United States	Article 4
Payment, Denial, and Review	Article 5
Proof of Payments from Other Income Sources	Article 6
Lump Sum Payments from Other Income Sources	Article 7
Social Security Estimates	Article 8
Other Disability Coverage Estimates	Article 9
Payments for Less than a Full Month	Article 10
Right to Recover Overpayments	Article 11
Facility of Payment	Article 12
Examinations and Evaluations	Article 13
Legal Action	Article 14
Time Limits	Article 15

This policy has been updated effective February 1, 2021

Principal Life
Insurance Company
Des Moines, IA 50392

PART IA - LONG TERM DISABILITY INSURANCE SUMMARY

Minimum Hours Requirement	Employees must be working at least 30 hours a week	
Member Contribution	Members are not required to contribute a part of the premium for their insurance under this Group Policy	
Elimination Period	90 days	
Own Occupation Period	two year(s)	
Primary Monthly Benefit	60% of the Member's Predisability Earnings.	
Maximum Monthly Benefit	$15,000	
Minimum Monthly Benefit	$50	
Maximum Benefit Payment Period	Member's Age on The Date Disability Begins	Months of the Benefit Payment Period
	Before age 65	greater of 36 months or to Social Security Normal Retirement Age
	65-67	24 months
	68-69	18 months
	70-71	15 months
	72 and over	12 months
Rehabilitation Services and Benefits		
Rehabilitation Services	Included	
Predisability Intervention Services	Included	
Rehabilitation Incentive Benefit	5%	
Return to Work Child Care Benefit	$250	
Reasonable Accommodation Benefit	$2,000	
Other Coverage Features		
Work Incentive Benefit	12 months	
Survivor Benefit	three times Benefit Payable	
Activities of Daily Living Benefit	20%	

NOTE:

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

This policy has been updated effective February 1, 2021

Benefits may be reduced by other sources of income and disability earnings.

Some disabilities may not be covered or may be limited under this insurance.

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

This policy has been updated effective February 1, 2021

PART I - DEFINITIONS

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

Active Work; Actively at Work

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

Benefit Payment Period

The period of time during which benefits are payable.

Current Earnings

A Member's Monthly Earnings for each month that he or she is Disabled. This includes all sources of income from the Policyholder 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 Employment. While Disabled, a Member'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, 2020

Dependent

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

Disability; Disabled

A Member 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:

This policy has been updated effective February 1, 2021

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

b. The Member 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 Member 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 Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% 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 Pilots)

A Member 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 Member 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 Member is performing the Substantial and Material Duties of his or her Own Occupation or any occupation on a Modified Basis and is unable to earn more than 60% 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 Member must be Disabled before benefits begin to accrue. An Elimination Period starts on the date a Member is Disabled and must be satisfied for each period of Disability. A Member who is in the process of satisfying the Elimination Period may recover

This policy has been updated effective February 1, 2021

from the Disability for a period of time and then again become Disabled from the same or a different cause. A recovery will not require the Member to start a new Elimination Period as long as the Elimination Period is satisfied by the required number of days of Disability during a period that is twice as long as the Elimination Period. The periods of Disability will be combined to satisfy the Elimination Period. A Member cannot satisfy any part of the Elimination Period with any period of Disability that results from a cause for which The Principal does not pay benefits.

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 The Principal which describes benefits and provisions for insured Members.

Hospital

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

Income Loss Percentage

A Member's Income Loss Percentage is equal to:

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

This policy has been updated effective February 1, 2021

b. the Member's Indexed Predisability Earnings.

Indexed Predisability Earnings

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

Insurance Month

Calendar month.

Maximum Monthly Benefit

$15,000

Member

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

Mental Health Condition

Any condition which is:

a. manifested by a psychiatric disturbance including, but not limited to, a biologically or chemically based disorder; and

b. categorized in the current edition of the American Psychiatric 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

This policy has been updated effective February 1, 2021

(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 Member 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

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

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

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

a. the Member's share (based on ownership or contractual agreement) of the gross revenue or income earned by the Policyholder, including income earned by the Member and others under the Member's supervision or direction; less

b. the Member's share of expenses (based on ownership or contractual agreement) that is deductible for Federal Income Tax purposes, and does not exceed the expenses before Disability began to the extent that the Member's share of letter b. does not exceed the Member's share of letter a.; plus

This policy has been updated effective February 1, 2021

c. the salary, benefits, and other forms of compensation which are payable to the Member, and any contributions to a pension or profit sharing plan made on the Member's behalf by the Policyholder.

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

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

Other Income Sources

a. All disability payments for the month that the Member and the Member'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 Member who has reached Social Security Normal Retirement Age or older, all retirement payments for the month that the Member and the Member's Dependents receive (or would have received if complete and timely application had been made) under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

c. for a Member who is less than Social Security Normal Retirement Age, all retirement payments for the month that the Member and the Member's Dependents receive under the Federal Social Security Act, Railroad Retirement Act, or any similar act of any federal, state, provincial, municipal, or other governmental agency; and

d. all payments for the month that the Member receives from a permanent or temporary award or settlement under a Workers' Compensation Act, or 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 Member receives (or would have received if complete and timely application had been made) under a policy that provides benefits for loss of time from work, if the Policyholder pays a part of the cost or makes payroll deductions for that coverage; and

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

This policy has been updated effective February 1, 2021

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

h. all sick pay, salary continuance payments, personal time off, severance pay excluding any payments made to the Member as mandated by the Heart and Lung Act of Pennsylvania, for the month that the Member 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 Member 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 Member receives for loss of income under no-fault auto laws. Supplemental disability benefits purchased under a no-fault auto law will not be counted; and

k. all renewal commissions for the month that the Member receives from the Policyholder; and

l. all payments for the month that the Member receives under state unemployment laws; and

m. all payments for the month received by the Member under the first-party income replacement provisions of a motor vehicle policy obtained under the Pennsylvania Motor Vehicle Financial Responsibility Law.

NOTE:

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

Any retirement payments the Member receives under the Federal Social Security Act or a pension plan which he or she had been receiving in addition to his or her Monthly Earnings prior to a claim for Disability, will not be considered 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.

This policy has been updated effective February 1, 2021

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

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

Own Occupation

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

Own Occupation Period

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

Physician

a. A licensed Doctor of Medicine (M.D.) or Osteopathy (D.O.); or

b. any other licensed health care practitioner that state law requires be recognized as a Physician under this Group Policy.

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

Policy Anniversary

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

Policyholder

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

Predisability Earnings

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

This policy has been updated effective February 1, 2021

Primary Monthly Benefit

60% of the Member's Predisability Earnings. The Primary Monthly Benefit will not exceed the Maximum Monthly Benefit of $15,000.

Prior Plan

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

a. the Policyholder; or

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

c. an individual disability worksite plan;

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

Regular and Appropriate Care

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

a. is evaluated in person by a Physician; and

b. receives treatment appropriate for the condition causing the Disability; and

c. undergoes evaluations and treatment that is provided by a Physician whose specialty is appropriate for the condition causing the Disability; and

d. undergoes evaluations and treatment at a frequency intended to return the Member to full-time work; and

e. pursues reasonable treatment options or recommendations to achieve maximum medical improvement.

This policy has been updated effective February 1, 2021

The Principal may require the Member to have his or her Physician provide a Written evaluation and treatment plan for the condition causing the Disability, which meets Generally Accepted medical standards and is satisfactory to The Principal.

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

Rehabilitation Plan

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

Secondary Employment

Employment the Member 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 The Principal.

Social Security Normal Retirement Age (SSNRA)

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

This policy has been updated effective February 1, 2021

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

Substantial and Material Duties

The essential tasks 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.

This policy has been updated effective February 1, 2021

PART II - POLICY ADMINISTRATION

Section A - Contract

Article 1 - Entire Contract

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

Article 2 - Policy Changes

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

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

a. Any or all provisions of this Group Policy may be amended or changed at any time, including retroactive changes, to the extent necessary to meet the requirements of any law or any regulation issued by any governmental agency to which this Group Policy is subject.

b. Any or all provisions of this Group Policy may be amended or changed at any time when The Principal determines that such amendment is required for consistent application of policy provisions.

c. By Written agreement between The Principal and the Policyholder, this Group Policy may be amended or changed at any time as to any of its provisions.

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

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

Article 3 - Policyholder Eligibility Requirements

To be an eligible group and to remain an eligible group, the Policyholder must:

This policy has been updated effective February 1, 2021

a. be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit organization within the meaning of the Internal Revenue Code, or be a governmental agency; and

b. make at least the level of premium contributions required for insurance on its eligible Members. The Policyholder must contribute 100% of the required premium for all Members; and

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

(1) 100% if the Member is to contribute no part of the premium; or
(2) 50% if the Member is to contribute part or all of the premium; and
(3) have three or more insured employees.

Article 4 - Policy Incontestability

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

Article 5 - Individual Incontestability and Eligibility

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

a. the insurance has been in force for less than two years during the insured's lifetime; and

b. the statement is in Written form Signed by the insured person; and

c. a copy of the form which contains the statement is given to the insured or the insured's beneficiary at the time insurance is contested.

However, these provisions will not preclude the assertion at any time of defenses based upon the person's ineligibility for insurance under this Group Policy or upon the provisions of this Group Policy. In addition, if an individual's age is misstated, The Principal may at any time adjust premium and benefits to reflect the correct age. If the amount of the individual's insurance is based on age, the amount of the individual's insurance shall be the amount, if any, to which the individual would have been entitled at the individual's correct age and the adjustment in premiums shall be based on the corrected amount of insurance.

This policy has been updated effective February 1, 2021

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

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

b. upon finding in a civil or criminal case that a Member has submitted claims that contain false or fraudulent elements under state or federal law;

c. when a Member has submitted a claim which, in good faith judgment and investigation, a Member knew or should have known, contains false or fraudulent elements under state or federal law.

Article 6 - Information to be Furnished

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

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

Article 7 - Certificates

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

Article 8 - Workers' Compensation Insurance Not Replaced

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

Article 9 - Policy Interpretation

The Principal has discretion to construe or interpret the provisions of this Group Policy, to determine eligibility for benefits, and to determine the type and extent of benefits, if any, to be provided. The decisions of The Principal in such matters shall be controlling, binding, and final,

in accordance with the Unfair Insurance Practices Act as between The Principal and persons covered by this Group Policy, subject to the Claims Procedures in PART IV, Section Q of this Group Policy.

Article 10 - Electronic Transactions

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

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

Article 11 - Value Added Service

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

This policy has been updated effective February 1, 2021

Section B - Premiums

Article 1 - Payment Responsibility; Due Dates; Grace Period

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

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

Article 2 - Premium Rates

The premium rate will be 0.32% of covered Monthly Earnings for each Member insured for Long Term Disability Insurance.

Article 3 - Premium Rate Changes

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

a. on any premium due date, after the initial premium rate has then been in force one year or more and if Written notice is given to the Policyholder at least 31 days before the date of change. After the initial premium rate has been in force for one year, The Principal may change the premium rate on any due date if the rate has been in force for 12 months or more and if Written notice is given to the Policyholder at least 31 days before the date of change; or

b. on any date the definition of Member is changed; or

c. on any date that the policy design features or class of insured Members is changed; or

d. on any date a division, subsidiary, or affiliated company is added or terminated; or

e. on any date the premium contribution required of Members is changed; or

This policy has been updated effective February 1, 2021

f. on any Policy Anniversary, if the total covered Monthly Earnings for then insured Members has increased or decreased by more than 25% since the last Policy Anniversary.

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

Article 4 - Premium Amount

The amount of premium to be paid on each due date will be the product of total covered Monthly Earnings for all Members then insured multiplied by the premium rate then in effect.

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

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

b. Members whose coverage has terminated are to be reported within a month of the date coverage terminated.

c. Changes in Monthly Earnings are to be reported within a month of the date that the change in Monthly Earnings took place.

d. Changes in Member insurance class are to be reported within a month of the date that the change in insurance class took place.

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

Article 5 - Contributions from Members

Members are not required to contribute a part of the premium for their insurance under this Group Policy.

This policy has been updated effective February 1, 2021

Section C - Policy Termination

Article 1 - Failure to Pay Premium

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

Article 2 - Termination Rights of the Policyholder

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

Article 3 - Termination Rights of The Principal

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

a. ceases to be actively engaged in business for profit within the meaning of the Internal Revenue Code, or be established as a legitimate nonprofit organization within the meaning of the Internal Revenue Code; or

b. has performed an act or practice that constitutes fraud or has made an intentional misrepresentation of material fact under the terms of this Group Policy; or

c. does not promptly provide The Principal with information that is reasonably required; or

d. fails to perform any of its obligations that relate to this Group Policy.

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

Article 4 - Policyholder Responsibility to Members

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

This policy has been updated effective February 1, 2021

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

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

This policy has been updated effective February 1, 2021

PART III - INDIVIDUAL REQUIREMENTS AND RIGHTS

Section A - Eligibility

Article 1 - Member Insurance

A person will be eligible for insurance on the first of the Insurance Month next following the date the person becomes a Member as defined.

This policy has been updated effective February 1, 2021

Section B - Effective Dates

Article 1 - Actively at Work

A Member's effective date for Long Term Disability Insurance will be as explained in this section, if the Member is Actively at Work on that date. If the Member is not Actively at Work on the date insurance would otherwise be effective, such insurance will not be in force until the day of return to Active Work.

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

Article 2 - Effective Date for Noncontributory Insurance

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

Article 3 - Effective Date for Contributory Insurance

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

a. the date the Member is eligible, if the request is made on or before that date; or

b. the first of the Insurance Month coinciding with or next following the date of the Member's request, if the request is made within 31 days after the date the Member is eligible.

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

Article 4 - Effective Date When Proof of Good Health is Required

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

a. the date insurance would have been effective if Proof of Good Health had not been required; or

b. the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by The Principal.

This policy has been updated effective February 1, 2021

Article 5 - Proof of Good Health Requirements

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

a. If insurance for which a Member contributes a part of premium is requested more than 31 days after the date the Member is eligible.

b. If a Member has failed to provide required Proof of Good Health or has been refused insurance under this Group Policy at any prior time.

c. If a Member elects to terminate insurance and, more than 31 days later, requests to be insured again.

d. If, on the date a Member becomes eligible for any increase or additional Benefit Payable amount, fewer than five Members are insured.

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

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's Monthly Earnings will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

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

Unless Proof of Good Health is required (see Articles 4 and 5 above), a change in Benefit Payable amount because of a change in the Member's insurance class will normally be effective on the first of the Insurance Month coinciding with or next following the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

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

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

This policy has been updated effective February 1, 2021

IV, Section B) by amendment to this Group Policy will be effective on the date of change. However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

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

A change in the Member's Benefit Payable because of a change made by The Principal will normally be effective on the Policyholder's Policy Anniversary (or as otherwise determined by The Principal). However, if the Member is not Actively at Work on the date a Benefit Payable change would otherwise be effective, the Benefit Payable change will not be in force until the date the Member returns to Active Work.

This policy has been updated effective February 1, 2021

Section C - Member Termination, Continuation, and Reinstatement

Article 1 - Member Termination

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

a. the date this Group Policy is terminated; or

b. the date the last premium is paid for the Member's insurance; or

c. for contributory insurance, any date if requested by the Member before that date; or

d. the date the Member ceases to be a Member as defined; or

e. the date the Member ceases to be in a class for which Member Insurance is provided; or

f. the date the Member ceases Active Work, except as provided by Articles 2, 3, 4, and 5 of this section.

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

Article 2 - Member Continuation

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

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

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

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

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

This policy has been updated effective February 1, 2021

c. the date 90 days after Active Work ends.

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

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

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

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

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

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

b. the end of the Insurance Month in which Active Work ends.

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

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

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

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

If a Member ceases Active Work due to an approved leave of absence under FMLA, the Policyholder may choose to continue the Member's insurance, subject to premium payment until the date either 12 weeks or 26 weeks, as determined by law, after Active Work ends.

This policy has been updated effective February 1, 2021

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

PART IV - BENEFITS

Section A - Benefit Qualification

Article 1 - Benefit Qualification

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

a. The Member is Disabled under the terms of this Group Policy.

b. The Disability begins while he or she is insured under this Group Policy.

c. The Disability is not subject to any Limitations listed in this PART IV, Section O.

d. An Elimination Period of 90 days is completed.

e. A Benefit Payment Period is established.

f. The Member is under the Regular and Appropriate Care of a Physician.

g. The claim requirements listed in this PART IV, Section Q are satisfied.

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

a. the date the Member completes an Elimination Period; or

b. the date six months before The Principal receives Written proof of the Member's Disability; or

c. the day after the Member's Short Term Disability Benefit Payment period ends.

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

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

a. the Member continues to qualify for benefits as provided in this PART IV, Section A, Article 1; and

b. the Member's current Disability and the Disability for which the Elimination Period was completed are from the same or related cause; and

This policy has been updated effective February 1, 2021

c. the Member has not exceeded the Benefit Payment Period as outlined in PART IV, Section M of this Group Policy.

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

This policy has been updated effective February 1, 2021

Section B - Benefits Payable

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

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

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

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

a. for the first 12 months, the lesser of:

   (1) 100% of Indexed Predisability Earnings less Other Income Sources, less Current Earnings from his or her Own Occupation or any occupation; or
   (2) the Primary Monthly Benefit less Other Income Sources; and

b. thereafter, the Member's Primary Monthly Benefit less Other Income Sources, multiplied by the Member's Income Loss Percentage.

On each March 1, following the date the Member becomes Disabled, the Member'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 Member has been Disabled for less than one year as of March 1, the amount of the increase will be multiplied by the ratio of:

a. the number of completed months of Disability as of March 1;

b. divided by 12 months.

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

Article 3 - Minimum Monthly Benefit

In no event will the monthly Benefit Payable be less than $50 for each full month of a Benefit Payment Period, except that The Principal will have the right to reduce the Minimum Monthly

This policy has been updated effective February 1, 2021

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.

EXCEPTION: The Minimum Monthly Benefit will not be paid if the total of the Minimum Monthly Benefit and the benefits the Member receives under Workers' Compensation and/or wage loss replacement benefits under the Pennsylvania Motor Vehicle Financial Responsibility Law equals or exceeds 100% of the Member's Predisability Earnings.

This policy has been updated effective February 1, 2021

Section C - Rehabilitation Services and Benefits

Article 1 - Rehabilitation Services and Benefits

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

Article 2 - Rehabilitation Services

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

Any rehabilitation assistance must be approved in advance by The Principal and outlined in a Rehabilitation Plan. The Benefit Payable as described in this PART IV, Section B, Articles 1 and 2, (subject to the terms and conditions of the section) will continue, unless modified by the Rehabilitation Plan. Rehabilitation assistance may include, but is not limited to:

a. coordination of medical services;

b. vocational and employment assessment;

c. purchasing adaptive equipment;

d. business/financial planning;

e. retraining for a new occupation;

f. education expenses.

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

The Principal may require a Member to participate in an individualized Rehabilitation Plan at the expense of The Principal. If the Member refuses to participate in or does not comply with the Rehabilitation Plan, without good cause, all benefits will cease to be payable. As used in this

section, "good cause" means a medical reason preventing implementation of the Rehabilitation Plan.

Article 3 - Predisability Intervention Services

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

Article 4 - Rehabilitation Incentive Benefit

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

The Rehabilitation Incentive Benefit will terminate on the earliest of:

a. the date the time frame established in the Rehabilitation Plan has elapsed; or

b. the date the Member fails to meet the goals and objectives established in the Rehabilitation Plan; or

c. the date the Member has received a total of 12 months of Rehabilitation Incentive Benefits; or

d. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1.

Article 5 - Reasonable Accommodation Benefit

a. Eligibility

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

This policy has been updated effective February 1, 2021

b. Benefit

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

Article 6 - Return to Work Child Care Benefit

a. Eligibility

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

b. Benefit

A Member will be reimbursed for 100% of actual charges which the Member incurs for the child care of an eligible child up to a maximum benefit of $250 per month.

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

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

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

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

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

c. Termination

This policy has been updated effective February 1, 2021

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

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

Section E- Survivor Benefit

Article 1 - Survivor Benefit

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

The Principal will pay the Survivor Benefit to a Member's spouse, child, parent, or estate as described in this PART IV, Section Q, Claim Procedures.

This policy has been updated effective February 1, 2021

Section G - Activities of Daily Living (ADL) Benefit

Article 1 - Definitions

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

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

b. Activities of Daily Living mean:

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

Article 2 - Eligibility

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

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

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

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

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

d. is receiving Disability benefits under this Group Policy.

This policy has been updated effective February 1, 2021

Article 3 - Benefit

If a Member is ADL Disabled, the ADL benefit will equal 20% of the Member's Predisability Earnings to a maximum monthly benefit of $5,000. Payment will be made with the Benefit Payable that next follows satisfaction of the eligibility requirements listed in Article 2 above.

Article 4 - Termination

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

a. the date ADL Disability ends; or

b. the date benefits would otherwise terminate as provided in this PART IV, Section M, Article 1.

This policy has been updated effective February 1, 2021

Section K - Monthly Payment Limit

Article 1 - Monthly Payment Limit

In no event will the sum of amounts payable for:

a. Benefits Payable under this PART IV, Section B, Article(s) 1, 2, and 3; and

b. Rehabilitation Incentive Benefit;

c. Return to Work Child Care Benefit;

d. Activities of Daily Living (ADL) Benefit;

e. income from Other Income Sources;

f. Current Earnings from the Member's Own Occupation or any occupation;

exceed 100% of Predisability Earnings. If the Member is eligible for benefits under this PART IV, Section B, Article 2, the Monthly Payment Limit will be increased to 100% of Indexed Predisability Earnings for the first 12 months.

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

This policy has been updated effective February 1, 2021

Section M - Benefit Payment Period and Recurring Disability

Article 1 - Benefit Payment Period

Benefits are payable:

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

b. if Disability begins at or after age 65, until the later of the date of Social Security Normal Retirement Age, or the date of completion of the number of months shown below after the Benefit Payment Period begins.

Member's Age on the Date Disability Begins	Months of the Benefit Payment Period (Beginning with the date the Benefit Payment Period begins)
65-67	24
68-69	18
70-71	15
72 and over	12

However, in no event, will benefits continue beyond:

a. the date of the Member's death; or

b. the date Disability ends, unless a Recurring Disability exists as explained in this section; or

c. the date the Member fails to provide any required proof of Disability; or

d. the date the Member fails to submit to any required medical examination or evaluation as provided in this PART IV, Section Q, Article 13; or

e. the date the Member, with the intent to fraud, fails to report any required Current Earnings information; or

f. the date the Member, with the intent to fraud, fails to report income from Other Income Sources; or

This policy has been updated effective February 1, 2021

g. the date ten days after receipt of notice from The Principal if the Member fails to pursue Social Security Benefits or benefits under a Workers' Compensation Act or similar law as outlined in this PART IV, Section Q, Article(s) 8 and 9; or

h. if Disability results from alcohol, drug or chemical abuse, dependency, or addiction, or a Mental Health Condition, the date 24 months after the Benefit Payment Period begins; or

i. the date the Member ceases to be under the Regular and Appropriate Care of a Physician; or

j. the date the Member refuses to participate in or does not comply with a Rehabilitation Plan.

Article 2 - Recurring Disability

A Recurring Disability will exist under this Group Policy if:

a. after completing an Elimination Period and during a Benefit Payment Period, a Member ceases to be Disabled; and

b. the Member then returns to Active Work; and

c. while insured under this Group Policy, but before completing six continuous months of Active Work, the Member is again Disabled; and

d. the current Disability and the Disability for which the Elimination Period was completed result from the same or a related cause.

A Recurring Disability will be treated as if the initial Disability had not ended, except that no benefits will be payable for the time between Disabilities. The Member will not be required to complete a new Elimination Period. Benefits will be payable from the first day of each Recurring Disability, but only for the remainder, if any, of the Benefit Payment Period established for the initial Disability. The effective date of any salary increase received during return to Active Work as stated in PART III, Section B, Article 6 which would otherwise be effective, will not apply to any benefit payable under this Recurring Disability provision.

Section N - Treatment of Alcohol, Drug or Chemical Abuse, Dependency, or Addiction, or a Mental Health Condition

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

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

a. the Member is limited by one or more of the stated conditions; and

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

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

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

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

This policy has been updated effective February 1, 2021

Section O - Limitations

Article 1 - Limitations

No benefits will be paid for any Disability that:

a. results from willful self-injury or self-destruction, while sane or insane; or

b. results from war or act of war; or

c. results from commission of or attempted commission of a felony; or

d. is a new Disability that begins after a prior Benefit Payment Period has ended or a claim for benefits has been denied and the Member has not returned to Active Work; or

e. is a continuation of a Disability for which a Benefit Payment Period has ended or a claim for benefits has been denied and the Member has not returned to Active Work (except as provided for a Recurring Disability in this PART IV, Section M, Article 2); or

f. is caused by, a complication of, or resulting from a Preexisting Condition as described in this Group Policy.

Article 2 - Preexisting Conditions Exclusion for Initial Coverage

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

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

b. was prescribed or took prescription medications;

in the three month period before he or she became insured under the Group Policy.

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

Article 3 - Preexisting Conditions Exclusion for Benefit Increases

This policy has been updated effective February 1, 2021

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

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

b. was prescribed or took prescription medications;

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

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

a. results from a Preexisting Condition; and

b. begins within 12 months after the effective date of the increase in benefits or change in the Group Policy provisions.

Article 4 - Replacement of a Prior Plan

a. Applicability

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

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

b. Benefit Eligibility

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

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

c. Benefits Payable

This policy has been updated effective February 1, 2021

The benefits payable, if any, under this article, will be the lesser of the benefits and plan provisions of this Group Policy or the benefits and plan provisions that would have been paid under the Prior Plan had it remained in force, including any benefits from a recurring claim. No benefits will be paid for:

(1) any Disability that occurs before the Date of Issue of this Group Policy; or
(2) any Disability for which benefits would have been paid under the Prior Plan in the absence of this section.

This policy has been updated effective February 1, 2021

Section Q - Claim Procedures

Article 1 - Notice of Claim

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

Article 2 - Claim Forms

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

Article 3 - Proof of Disability

Completed claim forms and other information needed to prove Disability should be filed promptly. Written proof that Disability exists and has been continuous should be sent to The Principal within six months after the date the Member completes an Elimination Period. Proof required includes the date, nature, and extent of the loss. Further proof that Disability has not ended must be sent when requested by The Principal. The Principal may request additional information to substantiate loss or require a Signed unaltered authorization to obtain that information from the provider, Internal Revenue Service, Social Security Administration or any other entity required for Proof of Disability or Earnings Documentation. The Principal reserves the right to determine when these conditions are met. Failure to comply with such request could result in declination of the claim. Receipt of claim will be considered met when the Elimination Period has been completed and the appropriate completed claim form is received by The Principal.

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

Article 3A - Documentation of Loss

This policy has been updated effective February 1, 2021

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

a. Any requested claim form including claim forms from the Member or the Member's Physician.

b. Documentation that the Member is under Regular and Appropriate Care by a Physician.

c. Copies of medical records, test results and/or Physician's progress notes.

d. Occupation information, such as documentation of work duties and activities. This may include the Member's job description or appointment calendar from the Policyholder or the Member's current employer.

e. Independent medical examination(s) (see Examinations and Evaluations in Article 13 below).

f. Any Written authorizations necessary, signed by the Member, on a form supplied by The Principal, to obtain medical and financial records and information needed to determine the Member's eligibility for benefits.

g. Earnings Documentation.

h. Other proof of loss as required by The Principal.

Article 3B - Earnings Documentation

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

Article 3C - Investigation of Member's Claim

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

This policy has been updated effective February 1, 2021

Any costs involved in submission of proof of loss or earnings documentation are the Member's responsibility to pay, except for costs incurred by The Principal for copies of medical records, test results and/or Physician's progress notes and independent medical examination(s) as shown under Documentation of Loss above, or personal interview or financial examination.

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

If the Member provides false, incomplete, or misleading information including omissions on any statement the Member makes to obtain coverage, an increase in coverage, or when filing a claim, The Principal will deny the claim. If the Member knowingly and with intent to injure, defraud, or deceive provided or omitted information, the Member will be subject to prosecution and punishment to the fullest extent under state and/or federal law.

Article 4 - Proof of Disability while outside the United States

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

a. The Member must provide proof that the Physician is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

b. The Member may be required to return to the United States at a frequency The Principal deems necessary to substantiate the Member's claim for Disability. All expenses incurred by the Member for returning to the United States will be the Member's responsibility.

c. The Member must notify The Principal in advance of any return to the United States and any change of address.

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

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

Article 5 - Payment, Denial, and Review

This policy has been updated effective February 1, 2021

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

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

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

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

Article 6 - Proof of Payments from Other Income Sources

When asked, the Member must give The Principal:

a. proof of all payments from Other Income Sources; and

b. proof of application for all such income for which the Member and the Member's Dependents are eligible; and

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

d. authorizations for any entity from which the Member may be receiving income.

Article 7 - Lump Sum Payments from Other Income Sources

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

a. 60 months; or

This policy has been updated effective February 1, 2021

b. the expected remaining number of months for which the Member would be entitled to benefits from the Group Policy based on the proof of loss submitted to The Principal.

Lump Sum Payments under:

a. a retirement plan will be deemed to be paid in the monthly amount which:

   (1) is provided by the standard annuity option under the plan as identified by the Policyholder; or
   (2) is prorated under a standard annuity table over the lesser of the Benefit Payment Period or the Member's expected life span (if the plan does not have a standard annuity option);

b. a Workers' Compensation Act or other similar law (which includes benefits paid under an award or a settlement) will be deemed to be paid monthly starting from the date of the last Workers' Compensation payment issued to the Member, or if no previous payments were issued, starting from the onset of the Benefit Payment Period:

   (1) at the rate stated in the award or settlement; or
   (2) at the rate paid prior to the lump sum (if no rate is stated in the award or settlement); or
   (3) at the maximum rate set by the law (if no rate is stated and the Member did not receive a periodic award).

c. A salary continuance or sick leave program for Members whose annual contract salary is issued on a 12 month basis will be deemed to be paid in a monthly amount which is equal to 1/12 of the Member's annual contract salary in effect prior to the date Disability begins.

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

Article 8 - Social Security Estimates

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

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

a. apply for disability benefits within 10 days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and

This policy has been updated effective February 1, 2021

b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the 10-day period; and

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

If the Member has reached Social Security Normal Retirement Age, The Principal will:

a. request the Member apply for retirement benefits within 10 days after receipt of Written notice from The Principal; or

b. if the Member prefers not to apply for retirement benefits, estimate the Social Security benefits for which the Member is eligible and include those estimates in the Member's Other Income Sources.

Article 9 - Other Disability Coverage Estimates

Until exact amounts are known, The Principal may estimate benefits from Workers' Compensation, any other occupational disease law or similar act, Canadian pension Plan, Quebec pension Plan, Railroad Retirement Act or other similar plan or act, Jones Act, or state compulsory/statutory benefit law for which the Member is eligible and may include those estimates in the Member's Other Income Sources.

If it is reasonable that the Member would be entitled to benefits under the sources listed above, The Principal will require that the Member:

a. apply for benefits within 10 days after receipt of Written notice from The Principal requesting the Member to apply for such benefits; and

b. give satisfactory proof within 30 days after receipt of Written notice from The Principal that the Member has applied for these benefits within the 10-day period.

Article 10 - Payments for Less Than a Full Month

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

Article 11 - Right to Recover Overpayments

This policy has been updated effective February 1, 2021

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

a. reduce or withhold any future benefits The Principal determines to be due, including the Minimum Monthly Benefit; or

b. recover the overpayment directly from the Member; or

c. take any other legal action.

Article 12 - Facility of Payment

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

The Principal reserves the right to make a lump sum payment in lieu of continued monthly payments where liability has been established for a Benefit Payment Period.

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

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

a. If payment amounts remain due upon the Member's death, those amounts may, at the option of The Principal, be paid to the Member's spouse, child, or parent.

b. If The Principal believes a person is not legally able to give a valid receipt for a benefit payment, and no guardian has been appointed, The Principal may, at its discretion, pay whoever has assumed the care and support of the person as directed by the court.

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

Article 13 - Examinations and Evaluations

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

requires. The Principal will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend and fully complete a medical examination or cooperate with the Physician may be cause for suspension or denial of the Member's benefits. Failure to attend and fully complete an evaluation or to cooperate with the evaluator may also be cause for suspension or denial of the Member's benefits. If the Member fails to attend and fully complete an examination or an evaluation, any charges incurred for not attending an appointment as scheduled will be the Member's responsibility and will be deducted from future benefits.

Article 14 - Legal Action

Legal action to recover benefits under this Group Policy may not be started earlier than 90 days after required proof of Disability has been filed. Further, no legal action may be started later than three years after that proof is required to be filed.

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

a. the Member or the Member's beneficiary may bring legal action under Section 502(a) of ERISA; and

b. The Principal will waive any right to assert that the Member failed to exhaust administrative remedies.

Article 15 - Time Limits

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

This policy has been updated effective February 1, 2021

This page left blank intentionally



Principal Life Insurance Company
Des Moines, Iowa 50392-0002