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01/01/2019

**GROUP BOOKLET-CERTIFICATE FOR MEMBERS OF:**

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

**OFFICERS**

**Group Member Life Insurance**

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

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

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

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

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

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

The effective date of your insurance is as shown on your enrollment form. You should keep your enrollment form, any change of beneficiary or change of name forms, or other similar forms with your booklet after the form has been recorded by Us and returned to you.

NOTE: If this insurance replaces prior group life insurance provided through the Policyholder, the beneficiary named under the prior group life insurance and recorded by the Policyholder will be the beneficiary under the Group Policy unless you have named a new beneficiary. If you wish to change your beneficiary designation, you must complete a new beneficiary designation form - see the Policyholder for the necessary form.

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

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

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

This booklet describes all the benefits available under the Group Policy underwritten by Us. However, if you have elected to not accept any available benefits, those benefits described in this booklet will not apply to you.

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

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

ACCELERATED BENEFITS - Benefits paid as shown in this booklet-certificate for Accelerated Benefits are an advance of a portion of your Life Insurance benefit. This provision:

- accelerates and reduces your benefit;
- is not intended to be used as long-term care insurance.

Effect on Government Benefits. If you receive payment of Accelerated Benefits, you may lose your right to receive certain public funds, such as Medicare, Medicaid, Social Security, Supplemental Security, Supplemental Security Income (SSI), and possibly others.

Tax Consequences. Receiving Accelerated Benefits from the Group Policy may have tax consequences for you. We cannot give you advice about this. You may wish to obtain advice from a tax professional or an attorney before you decide to receive Accelerated Benefits from the Group Policy.

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

PRINCIPAL LIFE INSURANCE COMPANY  
Des Moines, IA 50392-0002

## TABLE OF CONTENTS

<b>SUMMARY OF BENEFITS</b>	GH 109
<b>HOW TO BE INSURED</b>	
Members	GH 110
<b>CONTINUATION</b>	GH 118
<b>DESCRIPTION OF BENEFITS</b>	
Member Life Insurance	GH 203
Member Accidental Death and Dismemberment Insurance	GH 252
<b>CLAIM PROCEDURES</b>	GH 113
<b>STATEMENT OF RIGHTS</b>	GH 112
Supplemental Information	GH 112
<b>DEFINITIONS</b>	GH 114
<b>CALIFORNIA NOTICE</b>	GH 198 CA

**SUMMARY OF BENEFITS**  
**(effective January 1, 2019)**

This section highlights the benefits provided under this insurance. The purpose is to give you quick access to the information you will most often want to review. **Please read the other sections of this booklet for a more detailed explanation of benefits and any limitations or restrictions that might apply.**

**MEMBER LIFE INSURANCE**

If you die, your beneficiary will be paid the Scheduled Benefit then in force for you (however, see the exception noted below). The Scheduled Benefit is based on your class:

<b>Class</b>	<b>*Scheduled Benefit</b>
ALL MEMBERS	\$100,000

Member Life Insurance benefits are subject to all reductions provided in the Group Policy including reductions due to salary changes, age changes, and receipt of Accelerated Benefit payment.

\*The Scheduled Benefit is subject to the Proof of Good Health requirements as described in the booklet on GH 110. If, because of these Proof of Good Health requirements, We approve an amount of insurance that is different than the Scheduled Benefit, the approved amount will be paid.

For the age(s) shown below, the amount of insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

<b>Age</b>	<b>% of Scheduled Benefit (or approved amount, whichever applies)</b>
Age 70 but less than age 75	65%
Age 75 and Over	45%

**MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

If you are injured and otherwise qualify, We will pay the following percentages of your Scheduled Benefit (or approved amount, if applicable) in force:

- 50% if you lose a hand, a foot, or the sight of one eye; or
- 100% if more than one of the above listed losses results from the same accident; or
- 25% for loss of thumb and index finger on the same hand; or
- 100% if you lose your life.

Payment for loss of life will be to your beneficiary or as otherwise provided in the Death Benefit provision. Payment for any other loss will be to you. Your Scheduled Benefit is based on your class:

<b>Class</b>	<b>*Scheduled Benefit</b>
ALL MEMBERS	\$100,000

\*The Scheduled Benefit is subject to the Proof of Good Health requirements as described in the booklet on GH 110. If, because of these Proof of Good Health requirements, We approve an amount of insurance that is different than the Scheduled Benefit, the approved amount will be paid.

For the age(s) shown below, the amount of insurance will be the percentage of the Scheduled Benefit (or approved amount, if applicable) as shown below.

<b>Age</b>	<b>% of Scheduled Benefit (or approved amount, whichever applies)</b>
Age 70 but less than age 75	65%
Age 75 and Over	45%



## **HOW TO BE INSURED - MEMBERS**

### **MEMBER LIFE INSURANCE MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **Eligibility**

To be eligible for insurance you must be a Member.

If you are a Member on January 1, 2019, you will be eligible on that date.

If you are not a Member until later, you will be eligible on the first of the Insurance Month next following the date you become a Member as defined on GH 114.

In no circumstance will you be eligible for Member Life Insurance under the Group Policy if you are eligible under any other Group Term Life Insurance policy underwritten by Us.

#### **Effective Dates - Actively at Work**

If you are not Actively at Work on the date your insurance would otherwise be effective, your insurance will not be in force until the day you return to Active Work.

This Actively at Work requirement will be waived for you if:

- you are absent from Active Work because of a regularly scheduled day off, holiday, or vacation day; and
- you were Actively at Work on your last scheduled work day before the date of your absence; and
- you were capable of Active Work on the day before the scheduled effective date of your insurance or change in your insurance, whichever is applicable.

This Actively at Work requirement may also be waived as described below.

When insurance under the Group Policy replaces coverage under a Prior Policy, the Active Work requirement may be waived for those Members who:

- are eligible and enrolled under the Group Policy on the date the Group Policy is effective; and
- were covered under the Prior Policy on the date of its termination.

In no event will the Active Work requirement be waived for those Members who, on the date of termination of the Prior Policy, either:

- had the option, under the terms of the Prior Policy, to convert their coverage under the Prior Policy to an individual policy; or
- were eligible under the terms of the Prior Policy to have their premiums waived due to Total Disability.

NOTE: When insurance under the Group Policy replaces coverage under a Prior Policy and the Active Work requirement is waived, any benefits payable will be the lesser of the Scheduled Benefit of the Group Policy or the amount that would have been paid by the Prior Policy had it remained in force.

### **Individual Incontestability**

All statements made by any insured person 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:

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

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

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

### **Assignments**

Members diagnosed with a terminal illness will be allowed to make an assignment for value under the Group Policy and then only if:

- your life expectancy is 12 months or less; and
- Written proof of the terminal illness is received and approved by Us.

### **Proof of Good Health**

In some instances, Proof of Good Health will be required to place your insurance in force. You will need to file Proof of Good Health:

- If you request insurance more than 31 days after the date you are eligible including any insurance you refuse and later request.
- If you request insurance under the Group Policy and you were eligible under the Prior Policy, but elected to waive coverage under the Prior Policy.
- If you have failed to provide required Proof of Good Health or you have been refused insurance under the Group Policy at any prior time.
- If you elect to terminate insurance and, more than 31 days later, you request to be insured again.
- If, on the date you are eligible, fewer than five Members are insured.
- If, on the date you are eligible for any increased or additional Scheduled Benefit amount, fewer than five Members are insured.
- To make effective any Scheduled Benefits amounts for you that are, initially or through later increases, in excess of:
  - \$100,000 if you are under age 65; and
  - \$100,000 if you are age 65 or over but under age 70; and
  - \*\$100,000 if you are age 70 or over.

\*If you are insured on the date the Group Policy is effective and this insurance replaces insurance in force on the day immediately before the effective date of the Group Policy: the lesser of the amount shown above or the amount for which you were insured under the replaced insurance.

**Effective Date for Initial Insurance  
(Proof of Good Health Not Required)**

You must request initial insurance in a form provided by Us.

If you are required to contribute toward the cost of your insurance, your insurance will normally be in force on:

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

If you are not required to contribute toward the cost of your insurance, your insurance will normally be in force on the date you are eligible.

However, if you are not Actively at Work on the date insurance would otherwise be effective, your insurance will not be in force until the day you return to Active Work.

**Effective Date for Initial Insurance  
(Proof of Good Health Required)**

If Proof of Good Health is required, your insurance will normally be in force on the later of:

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

However, if you are not Actively at Work on the date insurance would otherwise be effective, your insurance will not be in force until the day you return to Active Work.

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

A change in your Scheduled Benefit amount because of a change in your insurance class for which Proof of Good Health is not required (see above) will normally be effective on the first of the Insurance Month coinciding with or next following the date of the change. However, if you are not Actively at Work on the date the Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the day you return to Active Work. Exception: Any decrease in Scheduled Benefit amounts due to a change in your insurance class will be effective on the date of the change, whether or not you are Actively at Work.

Any termination of Scheduled Benefit amounts due to a change in your insurance class will be effective on the date of the change, whether or not you are Actively at Work.

A change in your Scheduled Benefit amount due to a change in your insurance class for which Proof of Good Health is required (see above), will be effective on the later of:

- the date the change would otherwise be effective if Proof of Good Health had not been required; or

- the first of the Insurance Month coinciding with or next following the date Proof of Good Health is approved by Us.

#### **Effective Date for Benefit Changes Due to Changes by Policy Amendment**

A change in your Scheduled Benefit amount because of a change in the Schedule of Insurance (as described on GH 109) by amendment to the Group Policy for which Proof of Good Health is not required (see above) will be effective on the date of change. However, if you are not Actively at Work on the date an increase in the Scheduled Benefit would otherwise be effective, the Scheduled Benefit in force will continue to apply to you until the day you return to Active Work. When you return to Active Work, the Scheduled Benefit increase will then be in force for you. Exception: Any decrease in Scheduled Benefit amounts due to a change by amendment to the Group Policy will be effective on the date of change, whether or not you are Actively at Work.

A change in your Scheduled Benefit amount because of a change in the Schedule of Insurance (as described on GH 109) by amendment to the Group Policy for which Proof of Good Health is required (see above) will be effective on the later of:

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

#### **Effective Date for Benefit Changes Due to Changes Requested by the Member**

A change in your Scheduled Benefit amount due to your request for which Proof of Good Health is not required (see above), will be effective on the first of the Insurance Month coinciding with or next following the date of the request. However, if you are not Actively at Work on the date the Scheduled Benefit change would otherwise be effective, the Scheduled Benefit change will not be in force until the day you return to Active Work. Exception: Any decrease in Scheduled Benefit amounts will be effective on the date of the change, whether or not you are Actively at Work.

A change in your Scheduled Benefit amount due to your request for which Proof of Good Health is required (see above), will be effective on the later of:

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

#### **Termination**

Your insurance under the Group Policy will cease on the earliest of:

- the date the Group Policy terminates; or
- the end of the Insurance Month for which the last premium is paid for your insurance; or
- for contributory insurance, the end of any Insurance Month, if requested by you before that date; or
- the end of the Insurance Month in which you cease to be a Member; or
- the end of the Insurance Month in which you cease to belong to a class for which insurance is provided; or
- the date you retire; or

- the end of the Insurance Month in which you cease Active Work.

### **Termination for Fraud**

We may at any time terminate a person's eligibility under the Group Policy:

- in Writing and with 31-day notice, if the individual submits any claim that contains false or fraudulent elements under state or federal law; or
- in Writing and with 31-day notice, upon finding in a civil or criminal case that an individual has submitted claims that contain false or fraudulent elements under state or federal law; or
- in Writing and with 31-day notice, when an individual has submitted a claim, which, in good faith judgement and investigation, an individual knew or should have known, contains false or fraudulent elements under state or federal law.

### **Insurance While Outside of the United States**

If you are temporarily outside the United States, you may choose to continue insurance, subject to premium payment for a period of six months or less for one of the following reasons:

- travel; or
- a business assignment; or
- full-time student status, provided you are either:
  - enrolled and attending an accredited school in a foreign country; or
  - participating in an academic program in a foreign country, for which the institution of higher learning at which you are enrolled in the U.S. grants academic credit.

The six-month period will not be reduced for any time covered under a Prior Policy.

If you are outside the United States for any other reason than those listed above, insurance for the person concerned will automatically terminate.

### **Continuation**

If you cease Active Work because of sickness or injury, you may be eligible for limited continuation of insurance.

If you cease Active Work because of layoff or leave of absence, insurance may be continued on a limited basis.

Your insurance may also be continued under the continuation provisions described on GH 118 and subject to the provisions of the Group Policy.

If you are interested in continuing your insurance beyond the date it would normally terminate, you should consult with the Policyholder before your insurance terminates.

## CONTINUATION

### **FMLA and Other Continuation Provisions**

If you cease Active Work due to an approved leave of absence under the Federal Family and Medical Leave Act (FMLA), the Policyholder may choose to continue your insurance, subject to premium payment.

If the continuation portion of the FMLA applies to your insurance, these FMLA continuation provisions:

- are in addition to any other continuation provisions of the Group Policy, if any; and
- will run concurrently with any other continuation provisions of the Group Policy for sickness, injury, layoff, or approved leave of absence, if any.

If continuation qualifies for both state and FMLA continuation, the continuation period will be counted concurrently toward satisfaction of the continuation period under both the state and FMLA continuation periods.

### **Reinstatement**

An Eligible Employee's terminated insurance may be reinstated in accordance with the provisions of the Federal Family and Medical Leave Act (FMLA), subject to the Actively at Work requirements of the Group Policy.

### **Reinstatement of Insurance for you When Insurance Ends due to Living Outside of the United States**

If insurance for you terminates because you are outside of the United States you may become eligible again for insurance under the Group Policy, but only if:

- you return to the United States within six months of the date on which insurance terminated because the person is outside of the United States; and
- in your case, you return to Active Work in the United States for the Policyholder for a period of at least 30 consecutive days. You will be eligible for insurance on the day immediately following completion of the 30 consecutive days of Active Work.

The reinstated insurance will be on the same basis as that being provided on the date insurance is reinstated. However, any restrictions on this insurance, which were in effect before reinstatement, will continue to apply. If you do not complete the 30 consecutive days of residence, the insurance for such person concerned will not be reinstated.

See your employer for details on this reinstatement provision.

## **DESCRIPTION OF BENEFITS**

### **MEMBER LIFE INSURANCE**

#### **Death Benefit**

If you die while insured for Member Life Insurance, We will pay your beneficiary the Scheduled Benefit (or approved amount, if applicable) in force on the date of your death, less any Accelerated Benefit payment as discussed later in this section. Any benefit due a beneficiary who does not survive you will be paid in equal shares to your surviving beneficiaries. If a beneficiary dies at the same time or within 15 days of you, but before We receive Written proof of your death, payment will be made as if you survived the beneficiary. If no beneficiary survives you or if no beneficiary is named, We will make your payment in the following order of precedence:

- to your spouse;
- to your children born to or legally adopted by you;
- to your parents;
- to your brothers and sisters;
- if none of the above, to the executor or administrator of your estate or other persons as provided in the Group Policy.

However, if a beneficiary is suspected or charged with your death, the Death Benefit may be withheld until additional information has been received or the trial has been held. If a beneficiary is found guilty of your death, such beneficiary may be disqualified from receiving any benefit due. Payment may then be made to any contingent beneficiary or to the executor or administrator of your estate.

No payment will be made before We receive Written proof of your death.

Upon your death, the Scheduled Benefit (or approved amount, if applicable) in force on the date of your death, less any Accelerated Benefit payment as discussed later in this section will be paid in a single lump sum. Upon request, We may consider other payment options.

#### **Beneficiary**

You should name a beneficiary at the time you enroll for insurance. You may name or later change your beneficiary by sending a Written request to Us or the Policyholder. See the Policyholder for change request forms. A change in your beneficiary will not be in force until We or the Policyholder record(s) the change. Once recorded, the change will apply as of the date the request was Signed. If We properly pay any benefit before a change request is received, that payment may not be contested.

#### **Continuation (Member Life Insurance - Coverage During Disability)**

If you cease Active Work for any reason, your insurance will normally terminate. However, if you cease Active Work because you are Totally Disabled, you might qualify to continue your Member Life and Member Accidental Death and Dismemberment Insurance. This continuation is called Coverage During Disability.

To be qualified for Coverage During Disability, you must:

- become Totally Disabled while insured for Member Life Insurance; and

- become Totally Disabled before the earlier of retirement or attainment of age 60; and
- remain Totally Disabled continuously; and
- be under the regular care and attendance of a Physician; and
- send proof of Total Disability to Us within one year of the date Total Disability starts and as often thereafter as We may require; and
- return, without claim, any individual policy issued under your purchase rights as described below. Upon return of such policy, We will refund premiums paid, less dividends and less any outstanding policy loan balance; and
- submit to examinations by a Physician or evaluations by an evaluator when We require (We will pay for these examinations and will choose the Physician).

We have the right to require you to undergo medical evaluations, functional capacity evaluations, vocational evaluations, and/or psychiatric evaluations during the course of a claim. The examinations or evaluations will be performed by a Physician or evaluator We choose as appropriate for the condition and will be conducted at the time, place and frequency We reasonably require.

We will pay for these examinations and evaluations and will choose the Physician or evaluator to perform them. Failure to attend a medical examination or cooperate with the Physician may be cause for denial of your benefits. Failure to attend an evaluation or to cooperate with the evaluator may also be cause for denial of your benefits. If you fail to attend an examination or an evaluation, any charges incurred for not attending an appointment as scheduled may be your responsibility.

If you qualify, Coverage During Disability will be in force on the earlier of:

- the day nine months after the date your Total Disability began; or
- the date of your death.

Premium will not be charged for Member Life and Member Accidental Death and Dismemberment Insurance while your Coverage During Disability is in force.

Coverage During Disability will cease on the earliest of:

- the date your Total Disability ends; or
- the date you fail to send Us any required proof of Total Disability; or
- the date you cease to be under the regular care and attendance of a Physician; or
- the date you fail to submit to a required Physician's examination or evaluation by an evaluator; or
- the date you are age 65.

If you die while Coverage During Disability is in force, We will pay your beneficiary the Member Life Insurance benefit, if any, that would have been paid had you remained insured under the Schedule of Insurance in force on the date your Total Disability began. Member Life Insurance benefits are subject to all reductions provided in the Group Policy including reductions due to salary changes, age changes, and receipt of Accelerated Benefit payment.



Note that Coverage During Disability will not be in force and NO BENEFIT WILL BE PAID if Written proof of Total Disability is not sent to Us within ONE YEAR of the date Total Disability starts. However, failure to give Written proof within the time specified will not invalidate or reduce any claim if Written proof is given as soon as reasonably possible.

No benefits will be paid for any disability that:

- results from willful self-injury or self-destruction, while sane or insane; or
- results from war or act of war; or
- results from voluntary participation in an assault, felony, criminal activity, insurrection, or riot.

### **Accelerated Benefit**

An Accelerated Benefit is an advance (before death) payment of a part of your Member Life Insurance benefit. To qualify for an Accelerated Benefit, you must:

- be insured for a Member Life Insurance benefit of at least \$10,000; and
- be Terminally Ill (expected to die within 12 months); and
- send a request for Accelerated Benefit payment to Us; and
- send proof of your Terminal Illness; and
- provide a release from the assignee, if your Member Life Insurance benefit has been assigned.

Proof of Terminal Illness will consist of a statement from your Physician, and any other medical information that We believe is needed to confirm your status.

If you qualify, We will pay you any amount you request, except that:

- only one Accelerated Benefit payment will be made during your lifetime; and
- you must request a payment of at least \$5,000; and
- we will not pay you more than the lesser of: (1) 75% of your Member Life Insurance benefit; or (2) \$250,000.

We will pay you the Accelerated Benefit payment in a lump sum.

If an Accelerated Benefit is paid, the Member Life Insurance benefit otherwise payable to your beneficiary upon your death will be reduced any Accelerated Benefit payment.

Following is an EXAMPLE of how this benefit affects the final death benefit.

#### BENEFIT EXAMPLE

Member Life Insurance Benefit Amount	\$	100,000
Accelerated Benefit Amount Requested (Member would receive \$75,000)	\$	75,000
Payment to Member's Beneficiary ( $\$100,000 - \$75,000$ )	\$	25,000

During the two-year period following payment of an Accelerated Benefit:

- termination of Active Work because of your Terminal Illness will not result in termination of your Member Life Insurance; and
- your Member Life and Member Accidental Death and Dismemberment Insurance will be provided without premium charge.

#### Individual Purchase Rights

You will have the right to buy an individual life insurance policy without submitting Proof of Good Health:

- If your total Member Life Insurance, or any portion of it, terminates because you end Active Work or cease to be in a class eligible for insurance. In these instances, the maximum amount you may buy will be your Member Life Insurance amount in force on the date of termination or the portion of your Member Life Insurance that has terminated, less any Accelerated Benefit as discussed earlier in this Section.
- If the Group Policy terminates for the Policyholder or is amended to exclude your insurance class after you have been insured for at least five years. In these instances, the maximum amount you may buy will be the smaller of: (1) \$10,000; or (2) your Member Life Insurance amount in force on the date of termination, less any Accelerated Benefit as discussed earlier in this Section and less any amount for which you become eligible under any group policy within 31 days.
- If your Coverage During Disability ceases because Total Disability ends and you do not then become insured under the Group Policy within 31 days. In this instance, the maximum amount you may buy will be the Coverage During Disability benefit amount in force on the date Total Disability ends, less any individual amount purchased earlier under these rights, and less any Accelerated Benefit as discussed earlier in this Section.
- If your Accelerated Benefit Premium Waiver Period ceases and you do not qualify for Coverage During Disability. In this instance, the maximum amount you may buy will be the Member Life Insurance benefit amount in force on the date you cease Active Work, less any individual amount purchased earlier under these rights, and less any Accelerated Benefit as discussed earlier in this Section.

- If the Group Policy terminates while you are Totally Disabled and you are insured on the date of termination; provided the Total Disability began when you were 60 or older and while insured under the Group Policy. In this instance, the maximum amount you may buy will be your Member Life Insurance amount in force on the date of termination, less any amount for which you become eligible under any group policy within 31 days.

You must apply for individual purchase and pay the first premium to Us within 31 days after your insurance or Coverage During Disability under the Group Policy ceases.

See the Policyholder for the proper forms. Any individual policy issued will be effective on the 32nd day.

The individual policy will be for life insurance only (other than term insurance). No Disability or other benefits will be included. The premium you pay will be at Our normal rate for your age and for the risk class to which you belong on the individual policy's date of issue.

If you die within the 31-day purchase period, your beneficiary will be paid the life insurance amount, if any, you had the right to buy. This payment will be made whether or not you have applied for an individual policy.

## **DESCRIPTION OF BENEFITS**

### **MEMBER ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

#### **Benefit Qualification**

To qualify for benefit payment, all of the following must occur:

- you must be injured while insured for Member Accidental Death and Dismemberment Insurance; and
- your injury must be through accidental means; and
- your injury must be the direct and sole cause of a loss listed in Benefit Payable below; and
- your loss must occur within 365 days of your injury; and
- the limitations listed below must not apply; and
- you must satisfy the requirements listed in the CLAIM PROCEDURES Section; and
- all medical evidence must be provided to Us.

#### **Benefit Payable**

If all of the above qualifications are met, We will pay the following percentages of your Scheduled Benefit (or approved amount, if applicable) in force:

- 50% if one hand is severed at or above the wrist; or
- 50% if one foot is severed at or above the ankle; or
- 50% if the sight of one eye is permanently lost (For this purpose, vision not correctable to better than 20/200 will be considered loss of sight.); or
- 100% if more than one of the above listed losses occurs; or
- 25% for loss of thumb and index finger on the same hand; or
- 100% if you lose your life.

Total payment for all losses under Benefits Payable that result from the same accident will not exceed 100% of your Scheduled Benefit (or approved amount, if applicable). Payment for loss of life will be to the beneficiary you named for Member Life Insurance. Payment for any other loss will be to you.

#### **Disappearance**

It will be presumed that you have lost your life if:

- your body has not been found within 365 days after the disappearance of a conveyance in which you were an occupant at the time of disappearance; and
- the disappearance of the conveyance was due to its accidental wrecking or sinking; and

- the Group Policy would have covered the injury resulting from the accident.

### **Exposure**

Exposure to the elements will be presumed to be an injury if:

- such exposure is due to an accidental bodily injury; and
- within 365 days after the injury, you incur a loss that is the result of the exposure; and
- the Group Policy would have covered the injury resulting from the accident.

### **Seat Belt/Airbag Benefit**

If you lose your life as a result of an accidental injury sustained while driving or riding in an Automobile, an additional benefit of \$10,000 will be paid to your beneficiary named for Member Life Insurance, provided all Benefit Qualifications as described above are met and:

- the Automobile is equipped with factory-installed Seat Belts; and
- the Seat Belt was in actual use by you and properly fastened at the time of the accident; and
- the position of the Seat Belt is certified in the official report of the accident or by the investigating officer.

This additional benefit payment will also apply if you were driving an Automobile equipped with a properly functioning driver-side airbag or riding as a passenger in an Automobile equipped with a properly functioning passenger-side airbag, although your Seat Belt may not have been fastened at the time of the accident. The properly functioning and/or deployment of the airbag must be certified in the official report of the accident or by the investigating officer.

For the purpose of this benefit "Automobile" means a four-wheel passenger vehicle, station wagon, pick-up truck, or van-type vehicle, but excludes recreational type vehicles such as a "dune-buggy" or an "all-terrain" vehicle.

The term "Seat Belt" means a factory-installed device that forms an occupant restraint and injury avoidance system.

### **Loss of Use or Paralysis Benefit**

If you sustain an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, We will pay the following percentage of your Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described above are met.

	<b>Covered Loss</b>	<b>% of Scheduled Benefit</b>
<b>Loss of Use or Paralysis</b>	Quadriplegia	100%
	Paraplegia	50%
	Hemiplegia	50%
	Both Hands or Both Feet	50%
	One Hand and One Foot	50%
	One Arm or One Leg	25%
	One Hand or One Foot	25%

We do not pay an Accidental Death and Dismemberment benefit for any paralysis caused by a stroke.

Paralysis must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses that result from the same accident will not exceed 100% of your Scheduled Benefit (or approved amount, if applicable). Payment for loss will be to you.

For this benefit, the term "Loss of Use" means a total and irrevocable loss of voluntary movement, which has continued for 12 consecutive months. The term "Quadriplegia" means total paralysis of all four limbs. The term "Paraplegia" means total paralysis of both lower limbs. The term "Hemiplegia" means paralysis of one arm and one leg on the same side of the body.

#### **Loss of Speech and/or Hearing Benefit**

If you sustain an injury, and as a result of such injury, one or more of the covered losses listed below are incurred, We will pay the following percentages of your Scheduled Benefit (or approved amount, if applicable) in force, provided all Benefit Qualifications as described above are met.

	<b>Covered Loss</b>	<b>% of Scheduled Benefit</b>
<b>Loss of Speech and/or Hearing</b>	Speech and Hearing	100%
	Speech or Hearing	50%
	Hearing in One Ear	25%

Loss must be determined by a Physician to be permanent, complete and irreversible.

Total payment for all losses that result from the same accident will not exceed 100% of your Scheduled Benefit (or approved amount, if applicable). Payment for Loss will be to you.

For this benefit, the term "Loss" means a total and irrevocable Loss of speech or hearing which has continued for 12 consecutive months.

### **Repatriation**

If a benefit is to be paid under the Group Policy for loss of your life and death occurs at least 100 miles away from your permanent place of residence, all customary and reasonable expenses incurred for preparation of your body and its transportation to the place of burial or cremation will be paid up to a maximum benefit payment of \$2,000.

### **Educational Benefit**

If a benefit is to be paid under the Group Policy for loss of your life, an extra benefit of \$3,000 will be paid annually for a maximum of four years to each Qualified Student. This annual benefit will be paid consecutively, while the Qualified Student continues his or her education as a Full-Time Student at an accredited post-secondary school.

For the purpose of this benefit, "Qualified Student" means your Dependent Child who is, at the time of your death, a Full-Time Student at an accredited post-secondary school. A 12th grade student will become a Qualified Student if he or she enrolls in an accredited post-secondary school within 12 months of the Member's death.

### **Limitations**

Payment will not be made for any loss to which a contributing cause is:

- willful self-injury or self-destruction, while sane or insane; or
- disease, medical or surgical treatment of disease, or complications following the surgical treatment of disease; or
- voluntary participation in a riot, assault, felony, criminal activity, or insurrection; or
- participating in flying, ballooning, parachuting, parasailing, bungee jumping or other aeronautic activities, except as a passenger on a commercial aircraft or as a passenger in a Policyholder-owned or leased aircraft on company business; or
- duty as a member of a military organization; or
- war or act of war; or
- the use of alcohol if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by the jurisdiction where the injury occurs; or
- the operation by you of a motor vehicle or motor boat if, at the time of the injury, your alcohol concentration exceeds the legal limit allowed by jurisdiction where the injury occurs; or
- the use of any drug, narcotic, or hallucinogen not prescribed for you by a licensed Physician.

## **CLAIM PROCEDURES**

### **Notice of Claim**

We will acknowledge verbal or Written notice of claim within 15 calendar days of receipt unless payment is made within that time period.

### **Claim Forms**

When we receive notice of claim, We will provide claim forms, instructions, and reasonable assistance within 15 calendar days of receipt of such notice.

### **Proof of Loss**

Completed claim forms and other information needed to prove loss should be filed promptly. Written proof of loss should be sent to Us within 90 days after the date of loss. Proof required includes the date, nature, and extent of the loss. We may request additional information to substantiate your loss or require a Signed unaltered authorization to obtain that information from the provider. Your failure to comply with such request could result in declination of the claim. For purposes of satisfying the claims processing timing requirements of the Employee Retirement Income Security Act (ERISA), receipt of claim will be considered to be met when the appropriate claim form is received by Us.

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

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

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

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

For purposes of this section, "claimant" means you, your Dependent, or Beneficiary.

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

If it is determined that the claim will be paid, payment must be made within 30 days of (a) determination of coverage, or (b) execution of a settlement agreement.



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

### **Medical Examinations**

We may have you, whose loss is the basis for claim, examined by a Physician during the course of a claim. We will pay for these examinations and will choose the Physician to perform them.

### **Autopsy**

If payment for loss of life is claimed, We may require an autopsy. We will pay for any such autopsy.

### **Legal Action**

Legal action to recover benefits under the Group Policy may not be started earlier than 90 days after proof of loss is filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed.

### **Time Limits**

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

## STATEMENT OF RIGHTS

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

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

ERISA provides that all plan participants shall be entitled to:

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

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

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

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

### **Enforce Your Rights**

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

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

### **Assistance with Your Questions**

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

## SUPPLEMENT TO YOUR BOOKLET-CERTIFICATE

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

1. **Employer Plan Identification Number:**

EIN: 46-1904395

2. **Type of Administration:**

Life and AD&D: Insurance Contract.

3. **Plan Administrator:**

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

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

4. **Plan Sponsor:**

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

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

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

Legal process may also be served upon the plan administrator.

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

All active full-time employees of LEITER'S ENTERPRISES, INC. DBA LEITERS, and provided you are a Member as defined in the DEFINITIONS Section of this booklet (page GH 114).

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

Employee pays none of employee's contribution.

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

December 31

## DEFINITIONS

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

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

**Dependent** means:

- Your spouse, if your spouse:
  - is legally married to you; and
  - is not in the Armed Forces of any country; and
  - is not insured under the Group Policy as a Member.

Whenever the term spouse appears in the Group Policy, this provision also includes a state registered domestic partner.

- Your Dependent Child (or Children) as defined below.

**Dependent Child; Dependent Children** means:

- Your natural child or stepchild, if that child is less than 26 years of age.
- Your foster child, if that child:
  - meets the requirements above; and
  - has been placed with you or a spouse insured under the Group Policy by an authorized state placement agency or by order of a court; and
  - required documentation has been provided and the child is approved in Writing by Us as a Dependent Child.
- Your adopted child, if that child meets the requirements above and you:
  - are a party in a law suit in which you are seeking the adoption of the child; or
  - have custody of the child under a court order that grants custody of the child to you.

An adopted child will be considered a Dependent Child on the earlier of: the date the petition for adoption is filed; or the date of entry of an order granting the adoptive parent custody of the child for the purpose of adoption.

- Your state registered domestic partner's child who otherwise qualifies above or if you or your state registered domestic partner are the child's guardian by court order.

**Full-Time Student** means your Dependent Child attending a school that has a regular teaching staff, curriculum, and student body and who:

- attends school on a full-time basis, as determined by the school's criteria; and
- is dependent on you for principal support.

**Group Policy** means the policy of group insurance issued to the Policyholder by Us which describes benefits and provisions for insured Members.

**Insurance Month** means calendar month.

**Member** means any OFFICER who is a full-time employee of the Policyholder and who regularly works at least 30 hours per week. The employee must be compensated by the Policyholder and either the employer or employee must be able to show taxable income on federal or state tax forms. 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.

An owner, proprietor, or partner of the Policyholder's business will be deemed to be an eligible employee for purposes of the Group Policy, provided he or she is regularly scheduled to work for the Policyholder at least 30 hours per week and otherwise meets the definition of a Member.

**Physician** means:

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

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

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

**Prior Policy** means the Group Term Life coverage of either:

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

for which the Group Policy is a replacement for the Policyholder.

**Proof of Good Health** means Written evidence that a person is insurable under Our underwriting standards. This proof must be provided to Us.

**Qualifying Event** means, for Accelerated Benefits, a medical condition, which would, in the absence of extensive or extraordinary medical treatment, result in a drastically limited life span. Such conditions may include, BUT ARE NOT LIMITED TO, one or more of the following:

- coronary artery disease resulting in an acute infarction or requiring surgery;
- permanent neurological deficit resulting from cerebral vascular accident;

- end stage renal failure; or
- acquired immune deficiency syndrome (AIDS).

**Signed or Signature** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law and is agreed to by Us.

**Terminally Ill** means, for Accelerated Benefits, you have experienced a Qualifying Event and you are expected to die within 12 months of the date you request payment of Accelerated Benefits.

**Total Disability; Totally Disabled** means for you, your inability due to sickness or injury, to perform the majority of the material duties of any occupation for which you are or may reasonably become qualified based on education, training, or experience.

**We, Us, and Our** means Principal Life Insurance Company, Des Moines, Iowa.

**Written or Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

## **BOOKLET-CERTIFICATE NOTICE**

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

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

**Life claim-related inquiries:  
Attn: Group Claim - Life Info Line Services  
Telephone: 1-800-245-1522**

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

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

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

**Persons may contact:**

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

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



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**Plan Arranged By**

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



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