



March 1, 2012

RE: Individual Disability Income Policy

We have received several questions about the section of the TOTAL DISABILITY provision which states "In order to be eligible for Total Disability, there must also be no reasonable job or work site modifications which would allow the Insured to work".

This memo will provide an explanation of how the policy provision would be administered.

The Definition of TOTAL DISABILITY states (this definition may vary in some states):

TOTAL DISABILITY -- means solely due to Injury or sickness:

1. During the Your Occupation Period
  - a) you are unable to perform the substantial and material duties of Your Occupation;  
and
  - b) You are not Working.
2. After the Your Occupation Period You are unable to work in any occupation You are reasonably suited to by Your Education, training and experience.
3. Both during and after the Your Occupation Period, You satisfy the requirements of the Claim Information section.

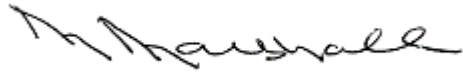
If you are Retired, Total Disability means, solely due to Injury or Sickness, You are unable to perform any of the normal activities of a retired person in good health and of like age and You satisfy the requirements of the claim Information section. If You are Unemployed, Total Disability means, solely due to Injury or Sickness, You are prevented from obtaining a job that You are reasonably suited to by Your education, training and experience and You satisfy the requirements of the Claim Information Section.

*In order to be eligible for Total Disability, there must also be no reasonable job or work site modifications which would allow You to Work.*

The intent of this provision, is to set the expectation for the policyholder that they should be doing every thing reasonable to return to work either part time or full time as their medical condition will allow. A typical worksite modification could be the purchase of a special ergonomic chair, modifications to a desk, using a rolling bag instead of carrying files. Individual consideration will be given for reimbursement of any associated expenses to the Insured for "reasonable" modification.

During the Your Occupation Period (regardless if it is 2 or 5 years or age 65), we would make a determination if there were "reasonable job or work site modifications" to the "substantial and material duties" of the Insured's Your Occupation. The same determination will be made after the Your Occupation Period to determine if an Insured is Totally Disabled from any occupation they are reasonably suited to by education, training and experience. If reasonable job site or work modifications can be made that would allow a return to work, then that would be a factor in our evaluation. Example, the Insured's Your Occupation was a Dentist and because of a back problem is prevented from doing dentistry, but

after the Your Occupation Period, is able to do another occupation, such as teaching, but needs some work site/job modification such as a special chair and a stand up desk. Individual consideration will be given for reimbursement of any associated expenses to the Insured for "reasonable" modification.



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