# Electronic Consent

Doing business electronically makes sense in today's world. Not only does it create a more efficient process for you, it allows quicker updates and eliminates stacks of paperwork. Please enter a few pieces of information below and sign at the bottom. If you would like paper copies of booklets, please contact your local sales office. Thanks for your willingness to utilize our online services.

**Company's legal name (include Doing Business As), known as "Policyholder":**

_____

**Account number/s:** _____

## I. Establishment/Definitions

A. Principal Life Insurance Company (Principal Life) has issued one or more group insurance policies ("policies") to the Policyholder.

B. Policyholder requests that certain administrative functions, as specified below, be performed electronically. Policyholder desires that records and information relating to the policies be sent and received using Electronic Records, consistent with applicable law. Both Policyholder and Principal Life are prepared to administer various policy terms and provisions via Electronic Records, including the use of Electronic Signatures.

C. "Audit Trail" means documentation and Electronic Records evidencing the delivery, display, consent to, and/or signing, and ongoing integrity and accuracy, of Electronic Records that are consented to, delivered to, or signed by, applicant(s) electronically.

D. "Electronic Record" means information that is stored in an electronic medium and is retrievable in perceivable form.

E. "Electronic Signature" means an electronic sound, symbol, or process, attached to or logically associated with a contract or other Electronic Record and executed or adopted by a person with the intent to sign the Electronic Record.

F. "Participant" means employees and their eligible dependents who are covered under a group insurance policy issued by Principal Life.

## II. Administrative Functions

### A. Paperless Booklets, Certificates, and Policies

The Policyholder shall:

a. Provide electronic media access (desktop internet, kiosk, public PC) to allow participants access to the Principal Life web site for viewing their booklet/certificate.

b. Furnish paper copies of the booklet/certificate, and any other plan documents, to all participants who do not have access to electronic media.

c. Upon termination of the insurance agreement with Principal Life, inform all participants and beneficiaries of the termination and that the booklet/certificate will remain on-line for a limited period of time (3 months) following the termination date.

d. Hold Principal Life Insurance Company harmless from any damages resulting from the employer's failure to take the necessary steps to make the documents available electronically.

### B. Electronic Records

The Policyholder shall:

a. Obtain completed group enrollment data (with a valid signature) from each eligible participant applying for or waiving coverage, or for coverage increases or decreases, and provide Principal Life with such enrollment data via electronic means whenever possible.

b. Maintain the enrollment records and other necessary records to enable Principal Life to determine the current job class, benefits, home addresses of participants, and termination date for each participant.

c. Maintain current beneficiary designations and changes in beneficiary designations.

d. Preserve signed Electronic Records and accompanying Audit Trails evidencing the electronic presentation and signing process.

### C. Electronic Billing Statements

The Policyholder agrees:

a. That if the Policyholder is electing Accident coverage, the Policyholder agrees to receive their premium notices via electronic mail/online each month for all coverages with Principal Life and understands that by doing so, Policyholder will not receive paper premium notices.

b. That the date of receipt of the electronic premium notice shall be the date and time on which Principal Life sends the electronic premium notice regardless of the date and time Policyholder receives such notice.

c. To ensure that Principal Life has been given the Policyholder's up-to-date electronic mail address and that it is in fact correct and accurate and that Principal Life has no liability for errors in transmission of the electronic premium notices other than addressing the electronic premium notices to the email address provided by Policyholder.

d. That any contractual provisions related to non-payment of premium as described in the policies continue to be applicable.

e. If Accident coverage is not elected, Policyholder will receive premium notices by United States postal mail, unless electronic billing is specifically elected.

## III. General Provisions

A. The Policyholder shall:
   a. Execute this agreement consistent with all Federal Laws, your State laws, including, but not limited to ERISA and
   b. Meet any necessary disclosure and timing obligations under such law(s); and
   c. Ensure that the system used by the Policyholder to furnish documents to participants results in actual receipt of the electronic documents.
   d. Agree to request a PIN to access the Principal Life's eService application.
   e. Ensure that the processes employed for (i) delivering and presenting a document to a representative of the Policyholder or a Participant as an Electronic Record, and (ii) creating any Electronic Signatures on such Electronic Records submitted to Principal Life by Policyholder or its Participants, comply with all applicable laws and regulations, including without limitation the federal Electronic Signatures in Global and National Commerce Act ("ESIGN" or "ESIGN Act") and all applicable state laws governing the use of electronic records and signatures, including without limitation the applicable state's version of the Uniform Electronic Transactions Act ("UETA") or similar state electronic signature laws. Employ commercially reasonable standards for utilizing Electronic Records and Electronic Signatures in connection with documents signed electronically and submitted to Principal Life, including (i) establishing authentication procedures for signers that will facilitate attributing an Electronic Signature to the signer, (ii) effectively presenting Electronic Records for review and signature, (iii) establishing the signer's intent to create an Electronic Signature, (iv) preserving the integrity of the Electronic Records during and after the signing process, and (v) providing the signer with an opportunity to retain a copy of the signed Electronic Record.

B. The Policyholder will cooperate with reasonable requests by Principal Life for written or electronic documentation, testimonial, affidavit or other support to evidence (i) compliance with the terms of this Agreement and (ii) transactions authorized by this Agreement. Policyholder will cooperate with any reasonable requests by Principal Life to use system records, written documentation or other materials which are owned or in the possession of Policyholder and may be required by Principal Life for potential use in litigation support, for the purpose of internal and external audits and controls, and for compliance with regulatory requirements.

C. There is no employer-employee or agency relationship between the Policyholder and Principal Life. The duties and obligations of this agreement are neither assignable nor transferable by either party without the consent, in writing, of the other party.

D. If a Policyholder with a self-funded Plan requests Principal Life post the self-funded Plan benefit booklet summaries on Principal Life's website, Principal Life will be doing so as a convenience to Policyholder and Principal Life is not taking on any Plan Administrator duties related to the distribution of Summary Plan Descriptions (SPDs) or other ERISA-required reports or disclosures. Principal Life does not warrant that the posting of the documents on its website will satisfy any of the requirements of ERISA, even if it is informed that Policyholder wishes to use the website for that purpose. Principal Life, at its discretion, may use disclaimers and other notices in connection with the display of the documents to make it clear that Principal Life is not the plan insurer or Plan Administrator and that the Policyholder is solely responsible for the content and currency of the documents.

E. Principal Life will provide HIPAA Privacy Notices to the Policyholder who will then distribute to their employees.

F. The Policyholder and Principal Life acknowledge and agree that whenever electronic transactions are not possible, transactions will be conducted in a manner that is consistent with insurance industry standards.

G. This agreement may be amended by mutual consent, in writing, by the Policyholder and Principal Life.

H. This agreement will continue until it is terminated. This Agreement will terminate automatically without notice upon termination of all Policies the Policyholder has with Principal Life. This agreement may be terminated upon notice by either the Policyholder or Principal Life. The Policyholder may terminate this agreement by notifying Principal Life in writing at the address listed at the bottom of this form. Termination of this agreement does not relieve the Policyholder of its obligations under applicable state or federal law. The duties described in Paragraph II.A.c of this Agreement shall remain in effect until such time as they are fully satisfied.

I. Policyholder and Principal Life acknowledge and agree that Electronic Records and Electronic Signatures, as well as facsimile signatures, may be used in connection with the execution of certain documents in connection with the Plan, including but not limited to policy application, enrollment forms, and statements of health ("Documents") and shall be legal and binding and shall have the same full force and effect as if a paper original of the Documents had been signed using a handwritten signature. Policyholder and Principal Life (i) intend to be bound by the signatures (whether original, faxed or electronic) on any Document sent or delivered by facsimile, electronic mail, or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of a Document based on the foregoing forms of signature.

J. The Policyholder may request paper copies of electronically signed or delivered documents by contacting Principal Life at the address listed at the bottom of this form.

_____ _____
Signature of Policyholder's authorized representative Date

_____ _____
Printed name of signer Title

Principal Life Insurance Company
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www.principal.com
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