Walgreens Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals

Summary Plan Description

Walgreens

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IMPORTANT INFORMATION

Walgreen Co. (“Walgreens” or the “Company”) is pleased to provide its team members with a comprehensive package of health and welfare benefit options as described in the Walgreen Health and Welfare Plan (the “Wrap Plan”). To assist you in better understanding the disability benefits available to Walgreens team members covered by the Voluntary Disability Plan for Salaried Team Members, Pharmacists and Registered Nurses, as in effect as of January 1, 2024 (the “Plan”) we have prepared this Summary Plan Description (“SPD”) booklet, which replaces the January 1, 2018 version. The complete Wrap Plan includes contracts and agreements with insurance carriers (“Insurer[s]”) and third-party administrators who provide and administer benefits, this SPD booklet, including any summaries of material modifications (SMMs), certificates of coverage from the insurance companies and SPDs covering other benefits under the Wrap Plan that are not covered by this SPD. You should read the information provided in this SPD booklet so that you will have a full understanding of the benefits provided and the other relevant terms and conditions of the Plan. Throughout this document the term “Company” means Walgreen Co. and its subsidiaries and affiliates whose team members are eligible to participate in the Plan, unless the context is limited to a particular subsidiary or business unit. See “Administrative Facts” at the end of this booklet for the name of the legal entity of the Company that is the official plan sponsor of the Wrap Plan and this Plan, and therefore the Company for purposes of formal approvals and governmental filings.

The benefits of this Plan are governed by the terms of the insurance policy and corresponding certificates of coverage providing the benefits in effect at the time of a claim. This SPD booklet is meant to provide details on the important features of the insurance policy and corresponding certificate(s) of coverage. Copies of these Plan documents can be obtained by contacting the Plan Administrator listed at the end of this booklet. In the event of any discrepancy between this SPD booklet and the provisions of the insurance policies and corresponding certificate(s) of coverage, the provisions of the insurance policies and corresponding certificate(s) of coverage will govern. In the event that any term or provision in this SPD is in conflict with any of the terms or provisions of the Wrap Plan, the terms or provisions in the Wrap Plan document will govern. The “Plan” as used in the remainder of this SPD, refers to just this Voluntary Disability Plan.

The Company reserves the right to amend, modify or terminate the Wrap Plan and this Plan, including any benefits provided under the Plan or the amount of required contributions, if any, at any time and for any reason. You will be notified of any changes to the Plan within a reasonable amount of time, but not always prior to the time the change goes into effect. To determine the proper benefits at any given time, it is necessary to consult this SPD booklet, the Wrap Plan and insurance policies along with the certificate(s) of coverage that are in effect at the relevant time.

Important Notice

This SPD contains information in English of your Plan rights and benefits under this Plan. If you have questions regarding your Plan benefits, contact the Walgreens Human Resources Shared Services (HRSS) Department at 800-825-5467.

Noticia Importante

Este boletín contiene informacion, escrito en inglés, de sus derechos y beneficios bajo este Plan. Si es difícil comprender cualquiera parte de este boletín, por favor de ponerse en contacto Walgreens Human Shared Services (HRSS) Resources Department at 800-825-5467.

Kung kailangan ninyo ang tulong sa Tagalog tumawag sa Walgreens Human Shared Services (HRSS) Resources Department at 800-825-5467.

如果需要中文的帮助，请拨打这个号码Walgreens Human Resources Shared Services (HRSS) Department at 800-825-5467.

Dinek'ehgo shika at'ohwol ninisingo, kwiijigo holne' Walgreens Human Resources Department at 800-825-5467.

Voluntary Disability Plan Checklist

If you need to be off work for more than 13 weeks due to a disabling condition (illness, injury or pregnancy), you must file a claim to be considered for a disability benefit under this Plan. Use this checklist as a guide to make sure you take all the necessary steps for filing a disability claim.

In most cases, you will file a claim for disability benefits under the Walgreens Company-Paid Disability Plan, after a disabling condition requires you to be off work for more than seven calendar days. Once you file a claim for Company-Paid disability benefits, are approved for benefits, and are near the end of the elimination period for benefits under this Voluntary Plan, the Company-Paid Disability Claim Administrator, Sedgwick, will forward your disability claim under this Voluntary Disability Plan to the insurance Carrier, Prudential, for processing. The Benefit Elimination Period for this Voluntary Plan is 13 weeks (91 days) per the chart on page 5.

You may also file a claim directly with Prudential under this Voluntary Disability Plan:

- ✓ Call Prudential, the voluntary disability insurance carrier, Monday-Friday. You may speak to a trained disability specialist or follow the prompts to record your disability information. Please refer to the chart on Page 2 for contact information.

- ✓ Or, you may log in to www.prudential.com/mybenefits. Click on "Report Time out of Work" and follow the instructions to complete the Interactive Claimant Submission form.

- ✓ Please have the following information ready when filing your claim:
  - Company name and Control number: Walgreens #42097;
  - Your name, address, telephone number, Social Security number, Employee ID number, job title and date of birth;
  - Your treating physician's name, telephone number and fax number;
  - Your last day worked, first day of absence due to the condition, and date you expect to return to work; and
  - If your absence is work-related.

- ✓ Once you are off work, and are near the end of the elimination period for benefits under this Voluntary Disability Plan, Sedgwick will forward your claim information to Prudential Insurance. Prudential will process your claim, and contact you to verify your benefits.

- ✓ To process your claim for disability, Prudential needs statements from you, your doctor and Walgreens. When you speak to a Prudential specialist, they will obtain your information. Prudential will request information from your doctor and from Walgreens, and a decision will be made after review of all the information.

- ✓ To get information on your claim status or payments, contact Prudential. Please refer to the chart on Page 2 for contact information.

- ✓ You should notify Prudential if you have any updated information on your return-to-work date, your delivery date, or if you'd like to request any forms.

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: There are state-specific requirements that may change the provisions under the Coverage(s) described in the Group Insurance Certificate provided by Prudential. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 42097**.

Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals Resource Guide

If you have a question about:	Resource	Contact Info
Filing a disability claim under the company-paid plan and whether it has been forwarded to the Prudential Voluntary Disability Plan	Sedgwick	Online: mySedgwick.com 877-872-0911 TTY: 901-531-4554 Fax: 866-470-5767 Email: Walgreensleaves@Sedgwick.com Mail: Sedgwick PO Box 14441, Lexington, KY 40512
Questions about voluntary disability benefit payments after your disability claim has been approved	Prudential	800-842-1718 www.prudential.com/mybenefits
Questions on eligibility for coverage under the Voluntary Disability Plan	Benefits Support Center	855-564-6153 Link on wconnect.walgreens.com or go to www.benefitsupportcenter.com
Survivor benefits	Prudential	800-842-1718 www.prudential.com/mybenefits
Filing an appeal (following a disability claim denial under the voluntary SPD)	Prudential	800-842-1718 www.prudential.com/mybenefits
Unpaid leave of absence	Sedgwick	Online: mySedgwick.com 800-825-5467 877-872-0911 TTY: 901-531-4554 Fax: 866-470-5767 Email: Walgreensleaves@Sedgwick.com Mail: Sedgwick PO Box 14441, Lexington, KY 40512
Medical/Dental/Vision/Flexible Spending benefits and/or COBRA	Benefits Support Center	855-564-6153 Link on wconnect.walgreens.com or go to www.benefitsupportcenter.com

Introduction

Walgreens provides the Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals (the "Plan") to help protect your financial security if you are unable to earn a full income due to a covered injury, pregnancy, or sickness. This Plan provides additional income after company-paid disability benefits under the Walgreens Company-Paid Disability Plan are reduced. Coverage is only available to eligible Walgreens team members – there is no coverage option for dependents.

This Voluntary Disability Plan has three available options for providing financial benefits to a covered team member, in the event the individual is unable to work due to a disability. These options provide a benefit of 10%, 15% or 20% of covered pay as a supplemental benefit to company-paid disability coverage. Eligible team members may enroll in the 10%, 15% or 20% option and pay for the coverage through after-tax paycheck deductions.

The Plan is meant to provide a disability benefit to covered team members, which may supplement the half pay long-term benefit available from the Company-Paid Disability Plan. The Plan is coordinated with the Company-Paid Disability Plan, but these are separate Plans with different rules governing qualification for disability benefits.

There is a 13-week elimination period before disability benefits begin under this Plan. If you remain disabled, benefits under this Plan may continue up to your Social Security Normal Retirement Age.

The Plan is an insured disability benefits program offered by the Prudential Insurance Company of America. Prudential reviews and approves your disability claims and pays disability benefits. The Benefits Support Center is also involved in the administration of the Plan, as is Sedgwick for purposes of coordinating claims under this Plan and the Company-Paid Disability Plan.

Eligibility

To be eligible for coverage under the Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals, you must:

- Be an active employee, working in the United States or U.S. Virgin Islands, but excluding Puerto Rico locations;
- Be paid on a salaried basis, or be an hourly-paid registered pharmacist, nurse or team member who has a Benefit Indicator (BI) of 19 or 20 (Store Management), 510 (Coordination Pay Band Team Members) or 511 (Analysis Pay Band Team Members)
- Work an average of 30 or more hours per week for the most recent 52 weeks (or since your start date if less than 52 weeks)
- Have at least 91 days of continuous service
- Be actively at work or on approved paid-time-off or a regularly scheduled day off on your initial date of coverage or when the illness or injury occurs. If you do not meet this requirement on your date of initial eligibility or onset of illness or injury, that coverage will be deferred until you return for one full day.

You are not eligible for coverage if you are:

- A team member whose payroll is not processed from Walgreens payroll system.
- A Walgreens executive with a Benefit Indicator of #518 or higher.
- A team member covered by a collective bargaining agreement unless the agreement specifically provides your right to coverage by this Plan.
- A team member on a personal or student leave of absence when the illness or injury occurs.
- A temporary or seasonal team member.

Enrollment

When to Enroll

Evidence of Insurability

If you meet the eligibility requirements, you can enroll in, cancel or change coverage in the Plan at any time. However, any enrollment or increase in coverage at any time other than within 62 days of initial eligibility is subject to passing Evidence of Insurability (EOI, or proof of good health). If your EOI is approved, your new coverage will be effective on the first day of the month, after EOI is approved.

How to Enroll

To enroll in the Voluntary Disability Plan, go to the *Benefits Support Center* to apply online, or call the Benefits Support Center. Please refer to the chart on Page 2 for contact information. If you enroll online, you will be linked to the Prudential enrollment website to answer health questions that will assist Prudential in determining your Evidence of Insurability (EOI or proof of good health). You will be notified by Prudential if additional documents are required (such as physician statements), along with how and when those documents should be submitted.

When Coverage Begins

Your new coverage or increase in coverage will be effective the first day of the month following the date your application is received, reviewed, and approved, if you are working on the date your coverage would begin (if not, coverage is deferred until you return to work for one full day.)

Verifying Coverage

Once your coverage begins, the Company will start after-tax payroll deductions. It is your responsibility to make sure your premium is deducted from your paycheck. Your coverage is not in effect if there are no premium deductions taken from your paycheck. If your deductions do not begin within two pay periods from your effective date of coverage, or if your deduction amount is incorrect, contact the Benefits Support Center by calling 855-564-6153 to verify your coverage effective date. Payment of premiums does not activate coverage for any period during which you do not meet the actively working requirement.

Your Insurance Certificate

You can obtain a copy of the insurance certificate for your coverage on the *Benefits Support Center* website or by calling the Benefits Support Center to request a copy. Please refer to the chart on Page 2 for contact information. If there are any discrepancies between the insurance certificate and this Summary Plan Description, the terms of the certificate will apply.

Changing Your Coverage

You can change your coverage options, add or cancel coverage at any time, on the *Benefits Support Center* website, or by calling the Benefits Support Center. Please refer to the chart on Page 2 for contact information. Please note that any new coverage or increase in coverage you elect more than 62 days after your initial eligibility date is subject to passing Evidence of Insurability (EOI or proof of good health). You will be notified by the Benefits Support Center if additional documents are required (such as physician statements), along with how and when those documents should be submitted.

Regaining Eligibility

If you lose eligibility for this coverage but remain actively employed or on an approved leave of absence, and then you later become eligible, you will regain eligibility for this Disability Plan. If your break in coverage is less than six months, your coverage in this plan will automatically be reinstated, and paycheck deductions for premiums will resume. If you believe your coverage should be reinstated, but you do not see premium deductions from your paycheck, contact the Benefits Support Center. Please refer to the chart on Page 2 for contact information. If your break in coverage is six months or longer, you must reapply for coverage, and be subject to passing Evidence of Insurability (EOI or proof of good health) to be covered by this Plan again.

Plan Options

Voluntary Disability Plan Benefits		
Option	**Benefit Amount**	**Length of Benefit Payments***
10% Option	10% of monthly earnings up to $15,000 /month	Until no longer disabled or until your reach Social Security Normal Retirement Age *(SSNRA)
15% Option	15% of monthly earnings up to $15,000 /month	Until no longer disabled or until your reach Social Security Normal Retirement Age *(SSNRA)
20% Option	20% of monthly earnings up to $15,000 /month	Until no longer disabled or until your reach Social Security Normal Retirement Age* (SSNRA)

**Social Security Normal Retirement Age depends on your birth year. For details, go to their website www.ssa.gov/retire2/agereduction.htm or call the Social Security Administration at 800-772-1213.*

*** Subject to other restrictions listed on page #7.*

Monthly Earnings

Your **monthly earnings** is defined as your base monthly salary rate for monthly paid salaried team members. For hourly–paid pharmacists and paraprofessionals covered by the plan, your monthly earnings is determined by multiplying your hourly rate times your 52-week average weekly work hours (or your average since date of hire, if less than 52 weeks) multiplying by 52, and dividing by 12. For purposes of determining both your premiums for coverage and your disability benefit payments, your monthly earnings is measured as of a set date prior to initial enrollment, and then is reset annually, with potential exceptions for certain types of mid-year changes, as determined by Walgreens.

Prudential will determine **monthly earnings** based on the set covered pay amount reported by Walgreens prior to your date of disability. Monthly earnings includes base pay for all hours worked (including base pay for any overtime hours worked for hourly team members) but does not include income received from commissions, bonuses, overtime premium pay, any other extra compensation or income received from sources other than Walgreens.

If you become disabled while you are on a covered leave of absence, monthly earnings will be determined as described above.

Premiums will most likely change each calendar year, based on changes to your age and salary and any other relevant factors.

Plan Costs and Benefits

Once enrolled, team members pay for the cost of coverage through after-tax payroll deductions. Walgreens does not pay any portion of the cost for this Voluntary Disability Plan. If you receive disability benefits from Prudential through this Plan, no premiums are due while you are receiving disability payments.

The cost of coverage depends on your age, your monthly earnings (calculated once per year to determine your premium and disability benefit amount), and the plan you choose (10%, 15% or 20% option). If you continue coverage from year to year, your premiums will be recalculated each year, and your new coverage amount will begin on January 1 (based on your new monthly earnings calculation and age). Your age is calculated as of January 1st of the year you will move into a higher age bracket (so if you move to a higher age bracket in June, you will pay the higher rate beginning in January of that year).

The rates for all three options are available on the enrollment site, www.BenefitsSupportCenter.com. **These rates are subject to change –so you should check for any updated information before enrolling in this Plan.**

Responsible Parties

All benefits under this Plan are paid directly from the insurance carrier, The Prudential Insurance Company of America, and Prudential is directly responsible for the final adjudication of your disability claim under this plan. Sedgwick may forward information on your disability to Prudential, to aid in determining your benefits.

No deductions will be taken for taxes or benefits from any disability payments received from this Voluntary Disability Plan.

Plan Features

Elimination Period

The Voluntary Disability Plan is intended to coordinate with any benefits available through the Walgreens Company-Paid Disability Plan. In all cases, there is a 13-week (91 day) Benefit Elimination Period before the Voluntary Disability Plan will begin payments, beginning with your first regularly scheduled workday missed due to a disability. During this elimination period you may receive pay for paid-time-off (PTO)/flexible-time-off (FTO), sick or vacation time if you have that time available, or you may receive disability payments from the Walgreens Company-Paid Disability Benefit Plan.

Salaried Team Members, Pharmacists & Paraprofessionals Disability Pay Coordination						
Weeks of Disability	Walgreens Paid Time Off (PTO/FTO)	Walgreens Company-Paid Disability Benefit		Voluntary Disability Benefit		
				10% Option	15% Option	20% Option
1 week waiting period	7 day waiting period** (Full Pay to supplement from PTO/FTO, sick or vacation time if available)					
2 –7		Full Pay				
8- 13			50% of Pay (PTO/FTO, sick or vacation, if available to supplement)			
14 – SSNRA *			50% of Pay (PTO/FTO, sick or vacation, if available to supplement)	10% of Pay	15% of Pay	20% of Pay

**Social Security Normal Retirement Age (SSNRA) depends on your birth year. For details, go to the Social Security website www.ssa.gov/retire2/agereduction.htm or call the Social Security Administration at 800-772-1213.*

***The waiting period for certain positions is defined by five missed shifts and therefore may be greater or less than seven calendar days. In those cases, the short-term and long-term benefit periods described above remain the same but commence after the actual waiting period.*

Taxes

Because you pay for this benefit with after-tax dollars, any benefit you receive from this Voluntary Disability Plan, should you become disabled, is income tax-free. There will be no deductions for taxes or Walgreens benefit plan premiums taken from any monthly benefit payments you receive from Prudential. If you receive benefits from Prudential through this Plan, you should receive a year end W2 for informational purposes only.

Voluntary Disability Coverage

If you are disabled but not yet receiving benefits from this voluntary disability Plan, because you have not yet met the elimination period for benefits, you must continue to pay premiums for this Plan to keep your coverage in force.

If, due to a leave of absence or other circumstances, the amount of your pay from the Company is not sufficient for

the Company to deduct full premiums for your voluntary coverage under this Plan, you must contact the Benefits Support Center at 855-564-6153 to set up payments to pay directly for your Plan coverage. If you fail to do so, your coverage will terminate after a period of 60 days of unpaid or partial-paid coverage.

Deductible Sources of Income

Benefits received from this Voluntary Disability Plan will not be reduced or offset by any other sources of disability related benefits such as Social Security disability or retirement-related income, Workers' Compensation, or state-mandated disability plans. In addition, benefits under this Plan will not be reduced or offset by benefits received for an illness or injury that was caused by an act or omission of a third party.

Definitions & Plan Details

What it means to be disabled

You must be considered "disabled" to receive Plan benefits. For purposes of the Voluntary Disability Plan, "Disability" is defined as follows:

Regular Occupation Period. You are disabled when Prudential determines that:

- you are unable to perform the material and substantial duties of your regular occupation due to your sickness or injury; and
- you are under the regular care of a doctor; and
- you have a 20% or more loss in your monthly earnings due to that sickness or injury.

Gainful Occupation Period. After **21** months of payments, you are disabled when Prudential determines that due to the same sickness or injury:

- you are unable to perform the duties of any gainful occupation including self-employment, that is or can be expected to provide you with an income within 12 months of your return to work that exceeds 80% of your monthly earnings if you are working, or 10%/15%/20% of your monthly earnings (depending upon which plan you are enrolled in) if you are not working, for which you are reasonably fitted by education, training, or experience; and
- you are under the regular care of a doctor.

While working during Regular Occupation Period, disability earnings cannot exceed 80% of indexed pre-disability earnings. After the Regular Occupation Period, disability earnings cannot exceed 80% of indexed pre-disability earnings if you are working, or 10%/15%/20% of indexed pre-disability earnings (depending upon which plan you are enrolled in) if you are not working.

Your loss of earnings must be a direct result of your illness, pregnancy, or injury. Economic factors such as, but not limited to, recession, job obsolescence, pay cuts and job-sharing will not be considered in determining whether you meet the loss of earnings test.

For an employee whose occupation requires a license, "loss of license" or inability to qualify for a license for any reason does not constitute disability.

You may be required to submit to an independent medical examination (IME), sign a written authorization to release medical records and furnish medical records. If you fail to complete a requested IME, furnish requested medical records or provide a written authorization for release of medical records, each in a timely fashion, disability benefits will cease.

In some cases, you will be required to give Prudential authorization to obtain additional medical information, and to provide non-medical information (e.g., copies of your IRS federal income tax return, W-2s and 1099s) as part of your proof of claim, or proof of continuing disability. This proof, provided at your expense, must be received within 30 days of a request by Prudential.

"Regular care" means:

- one personally visits a doctor as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat one's disabling condition(s); and
- one is receiving the most appropriate treatment and care, which conforms with generally accepted medical standards, for one's disabling condition(s) by a doctor whose specialty or experience is the most appropriate for one's disabling condition(s), according to generally accepted medical standards.

"Regular Occupation" means the occupation you are routinely performing when your disability begins. Prudential will look at your occupation as it is normally performed instead of how the work tasks are performed for a specific employer or at a specific location.

"Material and substantial duties" means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

"Sickness" means any disorder of your body or mind, but not an injury; pregnancy including abortion, miscarriage or childbirth. A disability must begin while you are covered under the plan.

"Injury" means a bodily injury that:

- is the direct result of an accident
- is independent of sickness
- occurs while you are covered under the Plan; and
- results in immediate disability. Disability must begin while you are covered under the Plan.

Benefit Maximums

The maximum benefit this plan will pay is $15,000 per month.

Benefits under this Plan reduce or end if you are released to return to work on a regular, full-time, or part-time basis, or you are no longer disabled as defined by this Plan. This requirement is modified by the terms of the Partial Benefit section, discussed later in this document.

If you remain disabled as defined by the Plan, benefits may continue until you reach your Social Security Normal Retirement Age (SSNRA). Your Social Security Normal Retirement Age is your retirement age under the Social Security Act where retirement age depends on your year of birth. However, if your disability starts on or after age 61, the maximum length of time that benefits may continue is modified, as follows:

Disability begins at age	Maximum benefit period:
Under age 61	Greater of SSNRA or 60 months
Age 61	Greater of SSNRA or 48 months
Age 62	Greater of SSNRA or 42 months
Age 63	Greater of SSNRA or 36 months
Age 64	Greater of SSNRA or 30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 or over	12 months

The benefit period may be shorter for certain disabling conditions. (See the "Plan Limitations" section.)

Benefit Minimums

Should your benefit under this Voluntary Disability Plan be reduced under the Partial Disability or Return to Work features of the Plan, your actual monthly benefit from this Plan will be at least 10% of your benefit before reductions for other income, or $100 (whichever is greater).

Restrictions Applying to Benefits

In no case will disability benefits be payable after the earliest of the following events:

- you can return to work on a regular, full-time basis,
- you are no longer totally or partially disabled (see "Normal Partial Disability Benefits" section) as defined by this Plan,
- you are no longer under the regular care of a physician,
- you fail to furnish proof of continuing disability when requested by Prudential,
- you do not participate in an approved rehabilitation program as described in "Mandatory Rehabilitation Requirements" section or
- you die.

Right to Recover Overpayments

The Prudential Insurance Company of America or its designated agent has the right to recover from you any amount determined to be an overpayment. You have the obligation to repay Prudential any such amount. Rights and obligations in this regard are set forth in the reimbursement agreement you are required to sign when you submit a claim for benefits under this Plan. The agreement confirms you will repay all overpayments and authorizes Prudential, or its designated agent, to obtain any information relating to other income benefits. An overpayment occurs when it is determined that the total amount paid on your claim is more than the total of the benefits due under this Plan.

The overpayment equals the amount paid in excess of the amount that should have been paid under this Plan.

An overpayment also occurs when payment is made that should have been made under another group plan. In that case, Prudential, or its designated agent, may recover the payment from one or more of the following:

- any other organization; or
- any person to or for whom payment was made.

Prudential may recover the overpayment by:

- offsetting against any future benefits payable to you or your survivors, and/or
- demanding an immediate refund of the overpayment from you, and/or,
- taking civil actions to recover any Plan

overpayments.

As part of your claims/appeals rights described in this booklet, you have the right to appeal any overpayment recovery or demand.

Recurrent Disabilities

If you return to work after a disability (and are not eligible for partial disability benefits), meet the Plan's eligibility requirements, and then become disabled again, the following rules apply to the way your benefits are paid.

Your benefit under this voluntary plan may be treated as part of your prior claim, so that you will not need to complete another elimination period, provided:

- The recurrent disability occurs within six months of the end of the prior claim.
- You are continuously insured under this Voluntary Disability Plan, with paid premiums between the prior claim and the new disability.

Your new disability will not be considered a continuation of your original disability if your new disability starts more than six months after your return to full-time employment, or if you have not been continuously insured under this Plan. In this situation, you must meet the eligibility requirements for a new disability and must meet a new elimination period.

A Recurrent Disability is defined as a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Prudential made a Long Term Disability payment.

Leaves of Absence

Walgreens policies regarding leaves of absence and employment status are independent of your rights to disability benefits under this Plan. The duration of your disability benefit is based solely on the terms and conditions of this Plan, while the duration of any leave of absence (and your continued employment status) is based on separate policies and legal rules. At the time your disability leave commences, Walgreens or its agent, Sedgwick, will provide you with information regarding leaves of absence and employment status.

If you are not receiving paid disability benefits from the Walgreens Company-Paid Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals you must apply for an Unpaid Medical Leave of Absence while you are not working due to disability, to maintain your employment status with Walgreens.

Partial Disability Benefits

If your disability is such that you can work — but are not able to earn more than 80% of your indexed prior earnings, as defined below — you may be eligible for a reduced benefit, called a Partial Disability Benefit. This feature encourages you to return to work when physically able.

A partial disability is any disability that prevents you from performing on a normal full-time basis, one or more of the essential duties of your regular occupation, but allows you to work at your regular or any occupation, on less than a normal full-time basis. The wages you earn while on a partial disability are called your partial disability wages.

Partial benefits are only available from this Voluntary Disability Plan when you have met all other Plan requirements.

Indexed Monthly Earnings

In determining your eligibility for a partial benefit amount, the Plan uses a special definition of your monthly earnings called indexed monthly earnings.

Indexed monthly earnings means your monthly earnings as adjusted on each July 1 provided you were disabled for all of the 12 months before that date. Your monthly earnings will be adjusted on that date by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same but will never decrease.

The Consumer Price Index (CPI-W) is published by the U.S. Department of Labor. Prudential reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI–W.

Indexing is only used to determine your percentage of lost earnings while you are disabled and working. While working during Regular Occupation period, disability earnings cannot exceed 80% of indexed monthly earnings. After the Regular Occupation period, disability earnings cannot exceed 80% of indexed monthly earnings, if you are working, or 10%/15%/20% of indexed monthly earnings (depending upon which plan you are enrolled in) if you are not working.

Special Return-to-Work Benefit

The Special Return-to-Work Benefit is designed to encourage you to return to work as soon as you are able. If you are within the first 12 months of receiving payments under this Voluntary Disability Plan, and return to work on a partial disability basis, you qualify for the Special Return-to-Work Benefit. During the first 12 months of working and receiving payments, while working, your monthly payment under this Plan will not be reduced as long as the total of your disability earnings, your gross disability payment, and your payment under the Walgreen Company paid disability plan do not exceed 100% of your indexed monthly earnings.

For example, suppose you're covered under the 20% option, your monthly earnings are $6,050 a month, and your partial disability wages are $1,000 a month. Your return-to-work benefit would be calculated as follows:

Example A

Monthly earnings	$6,050/month
Disability benefit from company-paid plan (50%)	$3,025/month
Disability normal benefit (20% of monthly earnings)	$1,210/month
Partial wages	$1,000/month
Total income from all sources	$5,235/month
Return-to-work benefit	$1,210/month

In Example A, your return-to-work benefit equals your disability normal benefit since your total income from all sources ($5,235) does not exceed your prior earnings of $6,050.

Example B

If using the same example, your prior earnings are the same, but you earn partial wages of $2,000 a month. In this case, your return-to-work benefit would be calculated as follows:

Prior earnings	$6,050/month
Disability benefit from company-paid plan (50%)	$3,025/month
Disability normal benefit (20% of monthly earnings)	$1,210/month
Partial wages	+ $2,000/month
Total income from all sources	$6,235/month
Excess benefit ($6,235-$6,050)	
$185/month Return-to-work benefit ($1,210-$185)	$1,025/month

In Example B, the return-to-work benefit is $185 less than the disability normal benefit since your total income from all sources cannot be greater than your prior earnings (in this case $6,050).

Normal Partial Disability Benefits

If you are still partially disabled after 12 months of receiving benefits under this Voluntary Disability Plan, the Plan will apply a Partial Disability Earnings Test to determine if your benefits under this Plan will be reduced for any Partial Disability Wages.

- After 12 months of payments as described under the Special Return to Benefit section above, while working, you will receive payments based on the percentage of income you are losing due to your disability.
- After 21 months of receiving benefits under this Plan, your Plan benefits will be reduced by any disability wages earned that are over 80% of indexed prior earnings if you are working, or 10%/15%/20% of indexed monthly earnings (depending upon which plan you are enrolled in) if you are not working.

Example C

Suppose you're enrolled in the 20% option, and before you became disabled your monthly earnings were $6,050 a month and after 21 months of receiving benefits under this Voluntary Disability Plan, your partial disability wages are $1,500/month. Your indexed prior earnings are calculated according to the Consumer Price Index for the most recent 12-month period (not to exceed a 10% maximum change per 12-month period). Your normal partial disability benefit amount would be calculated as follows:

Monthly earnings		$6,050
Indexed prior earnings		$6,200
60% of Indexed prior earnings		$3,720
Indexed benefit @ 20%		$1,240
Partial Disability Wages	+	$1,500
Indexed benefit + Wages		$2,740
Normal Partial Disability Benefit		$1,240

In this example, your benefit under this Plan would not change, because your partial disability wages plus your indexed benefit does not exceed 60% of your Indexed Prior Earnings.

Other Benefits

Mandatory Rehabilitation Requirements

Disabled individuals often need to follow a program of vocational rehabilitation services to regain the ability to work productively. The Prudential Insurance Company of America will work with you when appropriate to develop

a work rehabilitation plan. This will allow you to return to work on a full- or part-time basis, in an occupation for which you are reasonably qualified, taking into account your training, education, experience and past earnings. This program could include vocational training and/or physical therapy. If you decline to participate in a Prudential-approved work rehabilitation plan, you will no longer be eligible for any benefits from this Plan.

Enhanced Rehabilitation Benefits

While you are receiving benefits under this Plan, and actively participating in a Prudential approved rehabilitation program, the Plan will pay enhanced benefits to you for a maximum of six months. The benefit enhancement may include:

- An additional benefit up to 5% of your monthly payment. However, the monthly rehabilitation payment, together with your monthly payment, will not exceed the maximum monthly payment.
- An additional monthly payment up to $500, for eligible day care expenses for each eligible child.
- An additional monthly payment up to $500, for eligible elder and spouse care expenses for the care of each eligible family member.

Please contact Prudential at 800-842-1718, for more information on Rehabilitation Benefits.

Survivor Benefit

The Plan will pay a benefit to your eligible survivors if you die while you are disabled and receiving voluntary disability benefits under this plan at the time of your death. The survivor benefit will be paid in a single lump sum and will be equal to three times your most recent gross monthly benefit. The benefit is payable to your spouse/partner (as defined by Walgreens for its medical plan qualifications), if living at the time payment is made. Otherwise, it is payable by dividing the benefit amount equally among your eligible children. If there is no eligible survivor, the benefit will be paid to your estate.

Eligible children are your children, your eligible spouse/partner's children, your adopted children, and children placed for adoption with you prior to legal adoption being final and all under age 25.

To file a claim for this benefit, your survivor should contact Prudential. Please refer to the chart on Page 2 for contact information. Please keep this booklet with your other important papers so your beneficiaries will know the correct procedures to follow.

Filing a Claim

If you file a claim under the Company Paid Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals, through Sedgwick, Sedgwick will forward your claim information to Prudential, once you are getting close to the end of the elimination period for benefits under this Plan, so you may not need to file a separate claim through Prudential.

If you need to file a claim directly with Prudential for benefits under this Plan, it's important to follow the correct benefit claim procedure.

How to File a Claim

To submit a claim for benefits under this Plan, contact Prudential (see contact information on Page 2). You can speak to a trained disability specialist or follow the prompts to record your disability information. You may also file a claim online by logging into www.prudential.com/mybenefits. Click on "Report Time out of Work" and follow the instructions to complete the Interactive Claimant Submission form. You should ensure your claim has been filed with Prudential within 30 days of the start of your disability. However, you must give Prudential written proof of your claim no later than 90 days after your elimination period ends. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

You should have the following information ready when you report your claim:

- Company Name: Walgreens
- Company Control Number: 42097
- Your Employee ID or Social Security number
- Your address and telephone number
- Your date of birth
- Your job title
- Your doctor's name, phone number and fax number
- Your last day worked and first day absent due to the condition
- The date you expect to return to work
- Whether your absence is work-related.

Prudential will contact you if additional information is needed.

To process your claim for disability, Prudential will need a statement from you, your doctor and Walgreens. When you speak to a Prudential specialist, he or she will obtain your information. Prudential will then request the necessary information for your doctor and

Walgreens. A decision will be made after all this information is reviewed.

Be sure to tell your doctor that he or she will be contacted by Prudential, to obtain information concerning your disability. Your doctor will need authorization from you to provide Prudential with any of your medical information. In most cases, you must provide each doctor with a signed authorization to release medical information. You may use the authorization form provided by the medical provider. You will also be required to sign and return an authorization form for release of information before any benefit will be approved. Prudential will attempt to work directly with your doctor to obtain the needed medical history information, but it is your responsibility to provide these proofs of disability.

If you are unable to personally file your claim, you may have a friend or relative file it on your behalf, following the procedures in this section. If you need to designate someone to authorize the release of any health information, you will need to appoint a person with power of attorney to act in your place. This requires a formal document.

It is your responsibility to pay for any charges by your medical provider to furnish medical information or copies of medical records. The Company will not reimburse you or your medical provider for these expenses.

When necessary, Prudential may use the services of outside consultants and other sources to aid in the evaluation of your disability status. Prudential reserves the right to determine whether your disability qualifies for benefits.

As a condition of receiving benefits, you may be required to submit to an independent medical examination (IME), which would be paid for by Prudential. If you do not complete the requested IME in a timely manner, disability benefits will cease (or not be approved). Prudential has the right to request an IME, but is not obligated to do so.

You should contact Prudential by phone or online if:

- You have updated information
- You are unable to return to work when planned
- You have returned to work or are returning
- You want to report your delivery date; or
- You need forms.

If you have questions on the status of your disability claim or payments, please call Prudential at 800-842-1718, or log into www.prudential.com/mybenefits.

Procedures for Reviewing Claims

The claims procedures described below are prescribed by a federal law called the Employee Retirement Income Security Act of 1974 (ERISA).

Initial Claims Determinations: All formal benefit claims under the Plan will be reviewed by Prudential (the insurance carrier) or any third party engaged by Prudential for this purpose (collectively, the "Claims Administrator"), which will make its decision, based on the information submitted by you, within 45 days after the claim is submitted. By notice to you before this period ends, the Claims Administrator may extend this deadline by up to 30 additional days if it determines that a decision cannot be made during the initial period for reasons beyond the control of the Plan. An extension notice will specify the length of the extension and inform you that a decision cannot be made within the deadline because of reasons beyond the control of the Claims Administrator. A second extension of up to an additional 30 days also may be declared. If such an extension is necessary, the notification will include a description of the circumstances requiring the extension and an estimate of the decision date.

Claim Denials

If your claim is denied, the Claims Administrator will send you a notice that will:

- be written in a manner that you should understand
- include the specific reasons for the adverse benefit determination
- refer to the provisions of the Plan on which the determination was based
- describe any additional material or information necessary to perfect the claim and explain why the additional material is necessary
- explain the Plan's review procedures including relevant deadlines
- include a statement of your right to bring a civil action under ERISA after receiving a final determination upon appeal. The notice will also include an explanation of any applicable contractual limitation period for bringing a civil action under section 502(a) of ERISA, and a description of the calendar date on which the limitations period expires
- identify any internal rule, guideline, protocol, or criterion that was relied on in making the adverse benefit determination or, alternatively, a statement that no such specific rule, guideline, protocol, standard or criterion exists
- include a language assistance notice in Chinese, Tagalog, Navajo, and Spanish

- if advice is obtained from medical or vocational experts in connection with an adverse benefit determination that is inconsistent with its decision, an explanation as to why the Claims Administrator disagreed with, or did not follow, this advice without regard to whether the advice was relied on in making the determination; and
- an explanation of disagreement with any disability determination made by the Social Security Administration (SSA), or any view of health care professionals who are treating you or vocational experts who are evaluating your claim to the extent you presented such determination or views to the Claims Administrator.

Appealing a Denied Claim

To appeal a claim denial, you must send your written appeal to Prudential within 180 days of receiving notice of the claim denial. Your appeal should contain:

- Your name, control number (42097) and Social Security number (or claim number)
- The reasons that you disagree with the determination
- Medical evidence or information to support your position such as:
    - Copies of therapy treatment notes
    - Any additional treatment records from physicians
    - Actual test results (e.g. EMG, MRI)

Your appeal may also contain written comments, documents, records and other pertinent information. You will be given reasonable access to, and copies of, all documents, records and other information relevant to the claim. It is essential that you supply all information or opinions that you believe may be relevant to the claim. To be assured of a proper response to the appeal, it must be directed to Prudential Appeals Review Unit at:

Appeals Review Unit
The Prudential Insurance Company of America
Disability Management Services
PO Box 13480
Philadelphia, PA 19176
Phone: (800) 842-1718
Fax: (877) 889-4885

Prudential's Review of Appeal

The appeal will be conducted by the Prudential Appeals Review Unit, and the reviewer will be a named fiduciary who is neither the individual nor a subordinate of the individual who made the initial denial. This reviewer will not give deference to the initial benefit determination and will consider all comments, documents, records, and other information that you submit relating to the claim, without regard to whether the information was submitted or considered in the initial benefit determination.

If the initial denial was based on a medical judgment, the reviewer will consult with a health care professional who has appropriate training and experience in the medical field. This health care professional will not be an individual who was consulted in connection with the initial benefit determination or the subordinate of any such individual.

Potential Review of Appeal by the Plan Administrator

If Prudential determines that the appeal presents material issues that are outside the expertise or purview of the Prudential Appeals Review Unit (such as hours worked, employment status or new or unique procedural or Plan interpretation issues), then the decisions will be subject to further review by the Plan Administrator. You will be notified if such a further review will be performed. Unless you are instructed that additional information is needed for this review, you will not be required to submit any further information to the Plan Administrator (although you may do so if you wish). The Plan Administrator's decision will be based on all information submitted by you and any other information that the Plan Administrator considers relevant.

Notice of Decision on Appeal

Regardless of whether the Plan Administrator gets involved in the decision, you will be notified of the benefit determination within 45 days of the receipt of the appeal. By notice to you before this period ends, Prudential may extend this deadline by up to 45 additional days if it determines that a decision cannot be made during the initial period for reasons beyond the control of the Plan. If any adverse benefit determination is anticipated during the appeal review, you will be provided with the new information or rationale sufficiently in advance of the appeal decision to allow you a reasonable opportunity to respond. An extension notice will specify the length of the extension and inform you that a decision cannot be made within the deadline because of reasons beyond the control of Prudential.

If the decision on appeal is denied, the Prudential Appeals Review Unit will provide you with a notice of the denial that will:

- be written in a manner that you should understand
- include the specific reasons for the denial

- refer to the provisions of the Plan on which the determination was based
- inform you that, upon request and free of charge, you are entitled to reasonable access to and copies of all documents, records, and other information relevant to your claim
- explain the Plan's claim review procedures (including relevant time limits) and your right to bring legal action under ERISA
- include an explanation of any applicable contractual limitation period for bringing a civil action under section 502(a) of ERISA, and a description of the calendar date on which the limitations period expires for filing any legal action
- identify any internal rule, guideline, protocol, standard or criterion that was relied on in making the adverse benefit determination or, alternatively, a statement that no such specific rule, guideline, protocol, standard, or criterion exists
- if the advice of a health care professional or vocational expert was obtained, identify such person or persons
- if advice is obtained from medical or vocational experts in connection with an adverse benefit determination that is inconsistent with the appeal decision, an explanation as to why the Claims Administrator disagreed with, or did not follow, this advice without regard to whether the advice was relied on in making the determination
- an explanation of disagreement with any disability determination made by the SSA, or any view of health care professionals who are treating you or vocational experts who are evaluating your claim to the extent you presented such determination or views to the Claims Administrator
- include a language assistance notice in Chinese, Tagalog, Navajo and Spanish; and
- notify you that you can contact the Department of Labor to learn about other voluntary dispute resolution options.

If the appeal of your benefit claim is denied, you or your representative may make a second, voluntary appeal of your denial in writing to Prudential within 180 days of the receipt of the written notice of denial or 180 days from the date such claim is deemed denied.

To appeal your Voluntary disability claim, contact:

Appeals Review Unit
The Prudential Insurance Company of America
Disability Management Services
PO Box 13480
Philadelphia, PA 19176
Phone: (800) 842-1718
Fax: (877) 889-4885

Similarly, if Prudential does not decide your appeal within the time described above, you may appeal again, although you are not required to do so. You may submit with your second appeal any written comments, documents, records and any other information relating to your claim. Upon your request, you will also have access to, and the right to obtain copies of, all documents, records and information relevant to your claim free of charge. Prudential shall make a determination on your second claim appeal within 45 days of the receipt of your appeal request. This period may be extended by up to an additional 45 days if Prudential determines that special circumstances require an extension of time. A written notice of the extension, the reason for the extension and the date by which Prudential expects to render a decision shall be furnished to you within the initial 45-day period. However, if the period of time is extended due to your failure to submit information necessary to decide the appeal, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to you until the date on which you respond to the request for additional information.

Your decision to submit a benefit dispute to this voluntary second level of appeal has no effect on your right to any other benefits under this plan. If you elect to initiate a lawsuit without submitting to a second level of appeal, the plan waives any right to assert that you failed to exhaust administrative remedies. If you elect to submit the dispute to the second level of appeal, the plan agrees that any statute of limitations or other defense based on timeliness is tolled during the time that the appeal is pending.

If the claim on appeal is denied in whole or in part for a second time, you will receive a written notification from Prudential of the denial. The notice will be written in a manner calculated to be understood by the applicant and shall include the same information that was included in the first adverse determination letter. If a decision on appeal is not furnished to you within the time frames mentioned above, the claim shall be deemed denied on appeal.

General Claims/Appeals Information

Both in the context of initial claims determination and in the context of reviewing appeals, there may be situations where Prudential needs additional information from you before it can make its determination. If that is the case, you will be notified of the specific information that is needed and/or any issues that need to be resolved, and you will be given a reasonable period to supply the needed information (generally 30 days). In such situations, the deadlines for responding to the claim or appeal may be put on hold while the receipt of this additional information is pending.

The claims and appeals reviewers described above will apply their judgment to claims and appeals in a manner that they deem to be consistent with the Plan and any rules, regulations, or prior interpretations of the Plan. Those reviewers will make their decisions in a manner that they believe will apply the Plan consistently to similarly situated participants.

The authority granted to these claims and appeals reviewers to construe and interpret the Plan and make benefit determinations, including claims and appeals determinations, shall be exercised by them (or persons acting under their supervision) as they deem appropriate in their sole discretion. Benefits under this Plan will be paid or provided to you only if these reviewers decide in their discretion that you are entitled to them. All such benefit determinations shall be final and binding on all persons, except to the limited extent to which the Prudential Appeals Review Unit's decisions are subject to further review by the Plan Administrator.

You must first utilize the claim and appeal rights described above before you may properly assert any claims in court. If you fully exhaust these rights, but remain dissatisfied with the outcome of your appeal, you may challenge the decision in an ERISA Section 502(a) benefit claim. See venue provision in the "Enforce Your Rights" section. You can start legal action regarding your claim 60 days after Proof of Claim has been given and up to 3 years from the time Proof of Claim is required, unless otherwise provided under federal law. Proof of Claim is information, satisfactory to Prudential, that includes documentation of your disability start date, continuation, medical treatment, healthcare providers, and your monthly earnings.

If you believe a violation of the Plan rules related to your claim may have occurred, you may write to the Claims Administrator for an explanation. The Claims Administrator has the option of providing a response within 10 days of your notice.

Plan Limitations

Some situations are not covered by this Plan, or there may be limitations imposed by this Plan on coverage or benefits.

Pre-existing Conditions

In most cases, there is a pre-existing condition limitation applying to the Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals.

You have a pre-existing condition if both 1. and 2. are true:

1. (a) You received medical treatment, consultation, care, or services, including diagnostic measures, or took prescribed drugs or medicines, or followed treatment recommendation in the three months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available; or

(b) you had symptoms for which an ordinarily prudent person would have consulted a health care provider in the three months just prior to your effective date of coverage or the date an increase in benefits would otherwise be available.

2. Your disability begins within 12 months of the date your coverage under the Plan becomes effective.

If you lose eligibility for coverage under the Plan, and later regain eligibility, this pre-existing condition limitation will again apply beginning with your new coverage effective date. If there is an increase in your benefit due to an amendment of the plan or your enrollment in another plan option, a benefit limit will apply if your disability is due to a pre-existing condition.

Psychiatric Conditions, Alcohol, Drug, Substance Abuse or Dependency

Disabilities which, as determined by Prudential, are due to ***mental illness*** have a limited pay period during your lifetime. The limited pay period for mental illness is 24 months during your lifetime. Prudential will continue to send you payments for disabilities due to mental illness beyond the 24-month period if you meet one or both of these conditions:

1. If you are ***confined*** to a ***hospital or institution*** at the end of the 24-month period, Prudential will continue to send you payments during your ***confinement***. If you are still disabled when you are discharged, Prudential will

send you payments for a recovery period of up to 90 days. If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Prudential will send payments during that additional confinement and for one additional recovery period up to 90 more days.

2. In addition to item 1, if, after the 24-month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Prudential will send payments during the length of the confinement.

Prudential will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Prudential will not apply the mental illness limitation to dementia if it is a result of:

- stroke
- trauma
- viral infection
- Alzheimer's disease
- Schizophrenia
- Bipolar disease or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment as standardly accepted in the practice of medicine.

Prudential will not apply the mental illness limitation to disabilities caused by schizophrenia or bipolar disorder.

Mental illness means a psychiatric or psychological condition regardless of cause. Mental illness includes but is not limited to depression, manic depressive illness, anxiety, somatization, **substance related disorders** and/or adjustment disorders or other conditions. These conditions are usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment as standardly accepted in the practice of medicine.

Exclusions & Discontinuation of Benefits

The Plan does not cover any disabilities caused by, or resulting from employees:

- intentionally self-inflicted injuries;
- active participation in a riot; or
- commission of a crime for which you have been convicted under state or federal law.

The plan does not cover a disability due to a pre-existing condition as defined in the "Pre-existing Conditions" section above.

The plan does not cover a disability due to war, declared or undeclared, or any act of war.

Prudential will stop sending you payments while you are incarcerated as a result of a conviction.

Prudential will stop sending you payments and your claim will end on the earliest of the following:

1. During the first 21 months of payments, when you can work in your regular occupation on a part-time basis, but you choose not to
2. After 21 months of payments, when you can work in any gainful occupation on a part-time basis, but you choose not to.
3. The end of the maximum period of payment.
4. The date you are no longer disabled under the terms of the plan.
5. The date you fail to submit proof of continuing disability satisfactory to Prudential.
6. The date your disability earnings exceed the amount allowable under the Plan.
7. The date you die.
8. The date you decline to participate in a rehabilitation program that Prudential considers appropriate for your situation and that is approved by an independent doctor.

Maximum period of payment means the longest period Prudential will make payments to you for any one period of disability.

Part-time basis means the ability to work and earn 20% or more of your indexed monthly earnings.

Please Note*: Loss, restriction, non-issuance, revocation or non-renewal of any license, permit or certification required to engage in an occupation will not be considered a disability*.

When Coverage Ends

Your coverage under this Plan ends when you no longer meet the Plan's eligibility requirements.

Loss of Eligibility

Failure to meet the eligibility requirements will result in a loss of disability coverage under this Plan. You will not be covered by this Plan when any of the following occur:

- your 52-week work average (or average since your date of first becoming eligible for this coverage, if less than 52 weeks) is below 30 hours

per week on your first day of disability
- you are no longer actively working in a position eligible for this Plan (unless you are receiving disability benefits from this Plan)
- the Company discontinues the Plan
- you are still an active employee of the Company, but your initial date of disability is more than 30 days after the latest of your last day worked or the end of a leave covered by the Family & Medical Leave Act, or your last vacation day
- the end of the month you fail to pay the required premiums. If, due to a leave of absence or other circumstances, the amount of your pay from the Company is not sufficient for the Company to deduct full premiums for your voluntary coverage under this Plan, you must contact the Benefits Support Center to make arrangements to pay directly for your Plan coverage. Please refer to the chart on Page 2 for contact information. If you fail to do so, your coverage will terminate after a period of 60 days of unpaid or partial-paid coverage
- you are on an approved personal leave of absence
- you are on any type of leave of absence for six or more months. Your coverage under this Plan will end 6 months from your last day worked, unless you are receiving disability benefits from this Plan
- your employment ends (as determined by the Company); or
- you die.

ERISA Rights

Your rights under the Employee Retirement Income Security Act of 1974, as amended (ERISA) are explained here.

Statement of ERISA Rights

As an employee eligible to participate in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance policies/contracts and collective bargaining agreements (if applicable), 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 policies/contracts and collective bargaining agreements (if applicable), and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies and will inform you in advance of the cost. To view or receive a copy of any plan documents, you should send a written request (noting the specific document(s) of interest) to the following address:

  Walgreens Health & Welfare Committee
  104 Wilmot Road, MS 122H
  Deerfield, IL 60015-5143

- 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.
- Receive information about your Plan and benefits.

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 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 (if applicable), 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 a 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 Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a federal court, but only after you have exhausted your claims and appeals rights described above. 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 after you have exhausted your claims and appeals rights described above. If the 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.

No action at law or in equity shall be brought in connection with the Plan except in the following venues: (A) all actions arising under federal law must be filed in the United States District Court for the Northern District of Illinois, and (B) all actions arising under state law must be filed in the Circuit Court of Cook County, Illinois.

Plan Amendment & Termination Rights

The Company, and as applicable the insurance carrier, reserves the right to alter, amend or cancel the Plan at their sole discretion at any time. Modifications to the Plan, including amendment and termination, will be implemented at the written direction of the Chief Executive Officer, Executive Chairman of the Board or Chief Human Resources Officer of the Company. In the event of Plan termination, claims incurred prior to the date of termination will be paid out of any remaining Plan funds. Participation in this Plan does not create a contract or a guarantee of employment or coverage, nor does it give any company or person a legal or equitable right against the Company, its shareholders, directors or officers.

This booklet is intended to provide an easy-to-understand summary of the Walgreens Voluntary Disability Plan for Salaried Team Members, Registered Pharmacists and Paraprofessionals. It simplifies but does not replace the legal text of the Walgreen Health and Welfare Plan. In the case of conflict, the legal text of the Walgreen Health and Welfare Plan governs.

Administrative Facts

The establishment of this Plan, or any modification to it, does not create a contract or guarantee of employment or coverage, nor does it give any company or person a legal or equitable right against the Company, its shareholders, directors or officers.

Plan Name	Walgreens Voluntary Disability Plan for Salaried Team Members, Pharmacists and Paraprofessionals
Plan Sponsor	Walgreen Co. Walgreen Co. (The terms "Walgreens" or "Company" used in this booklet include Walgreen Co. or any United States subsidiary or parent corporation of Walgreen Co. that is a participating employer under this Plan.)
Plan Type	Long-Term Disability
Plan Administrator and Agent for Legal Service	Walgreens Health & Welfare Committee 104 Wilmot Road, MS 122H Deerfield, IL 60015-5143 800-825-5467 The Company and, except in limited circumstances, the Plan Administrator have no authority or discretion regarding the payment of or determination of Plan benefits. The Plan Administrator has delegated authority to the Prudential Insurance Company of America to provide claim processing, claim investigation, claim control and the daily administration of the Plan. While an insurance policy is in force, the Insurance Carrier, Prudential Insurance Company of America is responsible for processing benefit claims and paying benefits in accordance with the terms of the insurance policy issued to the insured.
Insurance Carrier / Claims Administrator	The Prudential Insurance Company of America 751 Broad Street Newark, NJ 07102
Type of Administration	Insurer Administration
Plan Year	January 1–December 31
Plan Number	501
Employer ID Number	36-1924025
Plan Costs	Benefits are provided by the insurance carrier, the Prudential Insurance Company of America, and funded by premiums paid by participants.
Administration Office for Carrier	Benefits Support Center **www.BenefitsSupportCenter.com** 855-564-6153

Questions

If you have any questions about the Plan, contact the Plan Administrator or Walgreens Human Resources Shared Services (HRSS). Please refer to the chart on Page 2 for the contact information. The Plan Administrator is available to answer your general questions. However, raising questions or making an inquiry in this fashion will not satisfy the claims procedure requirements described in the “Claims Procedures" section. If you wish to file a formal claim or appeal a claim denial, you must follow these formal claims procedure requirements. 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 phone 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 at 866-444-3272 or at ***www.dol.gov/ebsa***.

1/1/2024

