AMENDATORY RIDER 1

to be attached to and made a part of
Group Policy No. GD3-860-037972-01/GF3-860-037972-01
issued by
LINCOLN LIFE ASSURANCE COMPANY OF BOSTON
(Lincoln)
to
University of California
(Sponsor)

Effective date of this Rider: October 1, 2020

This rider amends the following of the above-captioned policy:

The Foreword shown before Section 1 – Schedule of Benefits is deleted in its entirety.
Any reference to University's Group Insurance Regulations is deleted.
Any reference to Short Term Disability is changed to Short Term Disability Income.
Any reference to Long Term Disability is changed to Long Term Disability Income.
Any reference to Basic means Basic Disability Income insurance.
Any reference to Voluntary Disability is changed to Voluntary Disability Income.
Any reference to Voluntary Short Term Disability is changed to Voluntary Short Term Disability Income.
Any reference to Voluntary Long Term Disability is changed to Voluntary Long Term Disability Income.
Any reference to Waiting Period is changed to Elimination Period.
Any reference to Disability or Partial Disability or Disabled or Partially Disabled is changed to Total Disability or Partial Disability and Totally Disabled or Partially Disabled.
Any reference to Regular Attendance of a Physician is capitalized.
All references to Supplemental Disability are replaced with Voluntary Disability Income.

Section 1 – Schedule of Benefits

Name of Associated Companies is amended to read:
None

Items a and c of the Elimination Period shown in the Schedule for Basic and Voluntary Short Term Disability Income Coverage are amended to read:

a. the 15th day of continuous Total or Partial Disability resulting from Injury or Sickness.
c. earnings cease.

References to Other Income Earnings are removed from the Amount of Insurance Benefits under the Schedule for Basic and Voluntary Short Term Disability Income Coverage.

Lump Sum Benefits are deleted from Section 1-Schedule of Benefits, Miscellaneous Provisions, and moved to Section 4 – Disability Income Benefits.

Section 2 – Definitions

The first paragraph of Section 2 - Definitions is amended to add the following statement: Capitalized terms are specifically defined in this section.

All capitalized terms that are not defined are changed to lower case letters, except for references to section headings. All defined, and thus capitalized, terms moved from Section 4 – Disability Income Benefits to Section 2- Definitions. The following definitions are moved from the Voluntary Disability Income Insurance Plan Continuation Rider to Section 2- Definitions: Qualified Leave, Voluntary Disability Continuation Rate, Reactivation Trigger Date, Total Disability.

In the definition of Active Employment, a paid leave of absence may include a Qualified Leave for professional renewal.
In the definition of Active Employment, the Note is deleted in its entirety.

The following definitions are added to Section 2 - Definitions:
"Civil Union Partner" means the Covered Person's civil union partner to the extent recognized by the state in which the Covered Person resides.

"CPI-W" means the Consumer Price Index for Urban Wage Earners and Clerical Workers, as published by the U.S. Department of Labor's Bureau of Labor Statistics. In the event the Department of Labor changes or no longer publishes the CPI-W, Lincoln reserves the right to use a comparable measurement.

"Domestic Partner" means the Covered Person's domestic partner (whether same or opposite sex), regardless of registration.

"Elimination Period" means a period of consecutive days of Total or Partial Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Total or Partial Disability.

After the Covered Person has begun his/her Elimination Period and returns to work for a consecutive number of days equal to 3 or less of the Elimination Period, the Covered Person will retain credit for the earlier period if he/she is Totally or Partial Disabled again for the same condition.

The definition of Evidence of Insurability is amended to read:
"Evidence of Insurability" means a statement or proof of an Employee's medical history. Lincoln uses this to determine the Employee's acceptance for insurance or an increased amount of insurance.

The definition of Injury is amended to read:
"Injury" means bodily impairment that requires treatment by a Physician and results in a Total or Partial Disability that begins while the Employee is insured under this policy.

The following definitions are added to Section 2 - Definitions:
"Life Partner" means the Covered Person's:

1. Civil Union Partner; or
2. Domestic Partner.

"Medically Appropriate Treatment" means diagnostic services, consultation, care or services that are consistent with the symptoms or diagnosis causing the Covered Person's Total or Partial Disability. Such treatment must be rendered:

1. by a Physician whose license and any specialty are consistent with the disabling condition; and
2. according to generally accepted, professionally recognized standards of medical practice.

"Own Job", with respect to Short Term Disability Income, means the Covered Person's job that he was performing when his Total Disability or Partial Disability began.

"Own Occupation", with respect to Long Term Disability Income, means the Covered Person's occupation that he was performing when his Total Disability or Partial Disability began.

The following definitions of Partial Disability or Partially Disabled are amended and moved to Section 2:
"Partial Disability" or "Partially Disabled", with respect to Short Term Disability, means the Covered Person is not Totally Disabled and that while actually working in his Own Job, as a result of Injury or Sickness the Covered Person is unable to earn 80% or more of his Pre-Disability Earnings. The Pre-Disability earnings will be adjusted for inflation using an index such as the CPI-W or other comparable measurement.

"Partial Disability" or "Partially Disabled", with respect to Long Term Disability, means the Covered Person is not Totally Disabled and that while actually working in his Own Occupation, as a result of Injury or Sickness the Covered Person is unable to earn 80% or more of his Pre-Disability Earnings. The Pre-Disability Earnings will be adjusted for inflation using an index such as the CPI-W or other comparable measurement.

The definition of Physician is amended to read:
"Physician" means:

1. a legally qualified medical doctor who is licensed to practice medicine, to prescribe and administer drugs, or to perform surgery; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the State where the policy is delivered, and is practicing within the terms of his license.

It does not include a Covered Person, a relative or domestic partner.

Relatives include:

i. the Covered Person's Spouse or Life Partner, siblings, parents, children and grandparents; and
ii. his Spouse's or Life Partner's relatives of like degree.

The following definitions are added:
Pre-Existing Condition means a Sickness or Injury for which the Covered Person received medical treatment, care or services for a diagnosed condition or took prescribed medication for a diagnosed condition within 90 days immediately before the effective date of his/her coverage under this policy.

The following definition of "Regular Attendance of a Physician" is added:
"Regular Attendance of a Physician" means the Covered Person:

1. personally visits a Physician, whose license and any specialty qualify him to provide Medically Appropriate Treatment for the Covered Person's disabling condition;
2. is treated as often as medically required, according to standard medical practice, to effectively manage and treat the disabling condition and when that care would serve to improve the Covered Person's condition; and
3. receives Medically Appropriate Treatment. Such treatment must be consistent with the disabling condition and it must be rendered according to generally accepted, professionally recognized standards of medical practice.

"Substantial and Material Acts", with respect Short Term Disability, means acts that are normally required for the performance of the Covered Person's Own Job and cannot be reasonably omitted or modified.
In determining what Substantial and Material Acts are necessary to pursue the Covered Person's Own Job, Lincoln will first look at the specific duties required by the Covered Person's Own Job. If the Covered Person is unable to perform one or more of these duties with reasonable continuity, Lincoln will then determine whether those duties are customarily required of other employees engaged in his Own Job. If any specific, material duties required of the Covered Employee by the Sponsor differ from the material duties customarily required of other employees engaged in his Own Job, then Lincoln will not consider those duties in determining what Substantial and Material Acts are necessary to pursue his Own Job.

"Substantial and Material Acts", with respect Long Term Disability, means the important tasks, functions and operations that:

1. are generally required by employers from those engaged in the Covered Person's Own Occupation; and
2. cannot be reasonably omitted or modified.

In determining what Substantial and Material Acts are necessary to pursue the Covered Person's Own Occupation, Lincoln will first look at the specific duties required by the Covered Person's Own Occupation. If the Covered Person is unable to perform one or more of these duties with reasonable continuity, Lincoln will then determine whether those duties are customarily required of other employees engaged in his Own Occupation. If any specific, material duties required of the Covered Employee by the Sponsor differ from the material duties customarily required of other employees engaged in his Own Occupation, then Lincoln will not consider those duties in determining what Substantial and Material Acts are necessary to pursue his Own Occupation.

The definitions of Disability or Disabled for Short Term Disability Income and Long Term Disability Income are replaced with the definitions Total Disability or Totally Disabled:
"Total Disability" or **"Totally Disabled"**, with respect to Basic and Voluntary Short Term Disability, means the Covered Person, as a result of Injury or Sickness, is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his Own Job in the usual and customary way.

"Total Disability" or **"Totally Disabled"**, with respect to Long Term Disability, means:

i. that during the Elimination Period and the next 24 months of Total Disability the Covered Person, as a result of Injury or Sickness, is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his Own Occupation in the usual and customary way; and
ii. thereafter, the Covered Person is unable to engage with reasonable continuity in any occupation in which he could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, and physical and mental capacity.

The definition of Waiting Period is replaced with the definition of Elimination Period as shown in this Rider.

Section 3 – Eligibility and Effective Dates

Item 1(b) of the Effective Dates of Insurance is amended to read:

b. on a form reasonably acceptable to Lincoln.

Total Disability due to a Pre-Existing Condition of the Transfer Provision is deleted in its entirety.

Section 4 – Disability Income Benefits

Section 4 – Disability Income Benefits, Basic and Voluntary Short Term Disability Income and Voluntary Long Term Disability Income, the subheadings Disability Benefit and Successive Periods of Disability are amended to read, respectively:
Total Disability Benefit
Successive Periods of Total Disability

Section 4 – Disability Income Benefits, Amount of Total Disability Weekly Benefit and Amount of Total Disability, the Monthly Benefit, the first line of items 2 is amended to read: Take the lesser of:

Benefits from Other Income under the Basic and Voluntary Short Term Disability Income Coverage section is amended to read:
Benefits from Other Income means those benefits shown below as well as "Lump Sum Benefits" **(except for Retirement Benefits and Earnings awarded after the disability occurs, these amounts must result from the same Total or Partial Disability for which a Monthly Benefit is payable under this policy)**:

1. any disability and/or Retirement Benefits for which the Covered Person is receiving under Social Security; or
2. benefits received from any other governmental program or coverage required or provided by statute; or
3. with respect to Class 2, any temporary benefit received under Workers' Compensation law or any other act or law of like intent; or
4. earnings from work performed for the University or from another employer for which the Covered Person becomes employed after his or her Total or Partial Disability began that:

a. for the first 6 months benefits are payable while working, the amount of the earnings offset will be limited to the amount of work earnings that, when added to the Total or Partial Disability benefit payable, exceed 100% of the Covered Person's Pre-Disability Earnings (the Pre-Disability Earnings will be adjusted for inflation using the CPI-W or other comparable measurement); and
   b. after 12 months, the amount of the earnings offset will be 100% of the work earnings actually received; or

5. disability or Retirement Benefits received under any Defined Benefit Retirement Plan for which a University Employee receives credit for University Service.
6. any amount the Covered Person receives from salary continuation plan(s).

Lump Sum Benefits are moved from Section 1 - Schedule of Benefits to Section 4 – Disability Income Benefits and are now a subset of Benefits from Other Income under Basic and Voluntary Short Term Disability and Voluntary Long Term Disability Income.

The first sentence under the Lump Sum Benefits under Basic and Voluntary Short Term Disability and Voluntary Long Term Disability Income is amended to read:
Other benefits treated as Lump Sum Benefit Offsets include:
References to terminal vacation leave and Defined Contribution Retirement Plan are deleted from the Lump Sum Benefits and moved to Exceptions.

The Note under Benefits from Other Income is moved to follow Lump Sum Benefits. It has been relabeled as Exceptions and amended to read:
Exceptions. Lincoln will not offset the Covered Person's benefit with:

1. University sponsored group disability benefits programs available to certain Employees with respect to compensation that is not covered by University disability programs such as disability coverage of Heath Sciences Supplemental Income;
2. any disability benefits from privately purchased individual disability insurance policies;
3. Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through the University of California and other employers;
4. Payout of Terminal Vacation Leave, if terminal vacation leave is paid out in a lump sum;
5. Defined Contribution Retirement Plan benefits from a University-sponsored plan or from a plan sponsored by any other employer (e.g. TIAA-CREF) whether paid by lump sum or by periodic payments.

Section 4 – Disability Income Benefits, the Discontinuation of the Short Term Disability Income Benefit and the Discontinuation of the Long Term Disability Income Benefit, item - 4 regarding discontinuation of benefits when the Covered Person begins work for another employer for wage or profit is deleted and items 5 and 6 are renumbered to 4 and 5 respectively.

Benefits from Other Income under the Voluntary Long Term Disability Income Coverage section is amended to read:
Benefits from Other Income means those benefits shown below as well as "Lump Sum Benefits" **(except for Retirement Benefits and Earnings awarded after the disability occurs, these amounts must result from the same Total or Partial Disability for which a Monthly Benefit is payable under this policy):**

1. The amount for which the Covered Person receives under:
   a. Workers' or Workmen's Compensation Law (temporary benefits);
   b. occupational disease law;
   c. any compulsory benefit act or law; or
   d. any other act or law of like intent.
2. The amount of any disability benefits which the Covered Person receives under:
   a. any other group insurance plan of the Sponsor, excluding Accidental Death and Dismemberment (AD&D);
   b. any governmental retirement system as a result of his/her job with the Sponsor.
3. The amount of benefits the Covered Person receives under the Sponsor's Retirement Plan as follows: The amount of any disability benefits, or Retirement Benefits the Covered Person voluntarily elects to receive as retirement payment under the Sponsor's Retirement Plan.
4 The amount of benefits the Covered Person receives under: (a) any other disability plan or (b) any defined Benefit Retirement Plan for which a University Employee receives credit for University Service.
5. The amount of disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, for which:
   a. the Covered Person receives; and
   b. the Covered Person's spouse, minor child* or minor children* receives because of the Covered Person's Total or Partial Disability; or
   c. the Covered Person's spouse, minor child* or minor children* receives because of the Covered Person's eligibility for Retirement Benefits.
      * Lincoln will not offset the Covered Person's Total or Partial Disability Benefit with any Social Security Benefits their child or children receive or are eligible to receive if the child or children do not live with the Covered Person on a permanent basis.
6. Earnings from work performed for the University or from another employer for which the Covered Person becomes employed after his or her Total or Partial Disability began that:
   a. for the first 6 months benefits are payable while working, the amount of the earnings offset will be limited to the amount of work earnings that, when added to the Total or Partial Disability benefit payable, exceed 100% of the Covered Person's Pre-Disability Earnings (the Pre-Disability Earnings will be adjusted for inflation using the CPI-W or other comparable measurement); and
   b. after 12 months, the amount of the earnings offset will be 100% of the work earnings actually received.
7. Any amount the Covered Person receives from salary continuation plan(s).

Section 5 – Exclusions

The second general exclusion "intentionally self-inflicted injuries" of General Exclusions under Section 5 - Exclusions is deleted and items 3 and 4 are renumbered to 2 and 3 respectively. The following exclusion is added:

4. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while the individual is a Covered Person;

AMENDATORY RIDER 1

(Continued)

The definition of Participation is amended to read:
With respect to this provision, **Participation** shall include aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and firemen.

Pre-Existing Condition Exclusion under Section 5 - Exclusions is amended to read:
Under Voluntary Long Term Disability, the Pre-Existing Condition Exclusion will apply as follows to any Sickness or Injury:

A period of Total or Partial Disability caused or substantially contributed to by a Pre-Existing Condition or medical or surgical treatment of a Pre-Existing Condition that begins in the first 12 months after the effective date of coverage under this policy will not be covered for Voluntary Long Term Disability Income benefits.

For the purpose of this Pre-Existing Condition Exclusion, if a later period of Total or Partial Disability is due to the same or related Sickness or Injury as an earlier period of Total or Partial Disability subject to this Pre-Existing Condition Exclusion and both periods are not separated by (a) a return to full-time Active Employment based on the Covered Person's normally schedule workday and (b) a continuous period of 90 days after a return to full-time work during which no medical treatment, care or services, or prescribed medication was rendered to or received by the Covered Person in connection with that Sickness or Injury, the later period of Total or Partial Disability will be considered a continuation of the earlier period of Total or Partial Disability and will not be covered.

Credit Toward Satisfying Pre-Existing Condition Exclusion

Employees on Leave of Absence for less than 120 days may re-enroll with the same coverage in force prior to their Leave of Absence with no additional Pre-Existing Condition Exclusion. If the Employee enrolled in Voluntary Long-Term Disability Income and was employed for less than 12 consecutive months prior to the Leave of Absence they will receive credit to satisfy the Pre-Existing Condition Exclusion for the time worked prior to the Leave of Absence.

Employees on Leave of Absence for 120 days or more will receive a new period of initial eligibility (PIE) when they return to work. This allows them to enroll in Voluntary Long Term Disability Income for the first time or re-enroll. If the Employee was enrolled in Voluntary Long Term Disability Income and employed for 12 consecutive months prior to the leave of absence the Employee will not be subject to the Pre-Existing Condition Exclusion. If the Employee was enrolled in Voluntary Long Term Disability Income prior to the Leave of Absence and employed for less than 12 consecutive months prior to the Leave of Absence they will receive credit to satisfy the Pre-Existing Condition Exclusion for the time worked prior to the Leave of Absence.

Employees enrolling in Voluntary Long Term Disability Income for the first time will be subject to the Pre-Existing Condition Exclusion. If an Employee is on a military leave of absence, they will receive credit to satisfy the Pre-Existing Condition Exclusion for the time worked prior to the Leave of Absence regardless of the length of the military leave of absence.

AMENDATORY RIDER 1

(Continued)

Section 6 – Termination Provisions

The Note in the Furlough and Paid Leaves of Absence provision is deleted in its entirety.

Notice Regarding Policyholder Inquiry Procedures

Lincoln's phone number is amended to:
1-877-843-3948

The address for written inquiries is amended to:
Appeals Manager
Lincoln Life Assurance Company of Boston
175 Berkeley Street
Boston, MA 02117

CDI's contact information is amended to:
1-800-927-4357 or 213-897-8921
www.insurance.ca.gov

Voluntary Disability Income Insurance Plan Continuation Rider

The Foreword to Employees is relabeled to Notice.

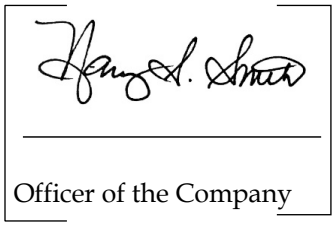
All definitions are moved to Section 2- Definitions.

The definition of Pre-Leave Monthly Covered Salary Rate is deleted.

All references to Pre-Leave Monthly Covered Salary Rate are replaced by Pre-Disability Earnings.

In all other respects, the policy remains the same.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire 03820-4695.



Officer of the Company

GROUP DISABILITY INCOME POLICY

Sponsor: **University of California**

Policy Number: **GD3-860-037972-01/GF3-860-037972-01**

Effective Date: **January 1, 2017**

Governing Jurisdiction is **California** and subject to the laws of that State.

Premiums are due and payable monthly on the first day of each month.

Policy Anniversaries shall occur each January 1st beginning in 2018.

Liberty Life Assurance Company of Boston (hereinafter referred to as Liberty) agrees to pay the benefits provided by this policy in accordance with its provisions. This policy provides group Short Term Disability and group Long Term Disability coverage(s).

PLEASE READ THIS POLICY CAREFULLY FOR FULL DETAILS.

This policy is a legal contract and is issued in consideration of the Application of the Sponsor, a copy of which is attached, and of the payment of premiums by the Sponsor.

The following pages including any amendments, riders or endorsements are a part of this policy.

Signed at Liberty's Home Office, 175 Berkeley Street, Boston, Massachusetts, 02117.

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FOREWORD

The Short Term Disability Insurance Plan and the Voluntary Disability Insurance Plan described in this policy are fully governed by this policy between The Regents of the University of California and Liberty, by the insurance statutes and regulations of the State of California, and by the University's Group Insurance Regulations. Any provisions of this policy which are in conflict with the University's Group Insurance Regulations are hereby amended to conform to the University's Group Insurance Regulations, except if such regulations are in direct conflict with the statutes or regulations of the State of California, then this policy is hereby amended to conform to the minimum requirements of each statute or regulation.

SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBLE CLASSES FOR INSURANCE COVERAGE: University employees eligible for Full, Mid-Level or Core benefits as defined in the University's Group Insurance Regulations.

Short Term Disability Coverage:

Class 1: (Basic): All employees eligible for Full, Mid-level or Core benefits not electing the Voluntary Short Term Disability plan

Class 2: (Voluntary Short Term): All employees eligible for Full, Mid-level or Core benefits electing the Voluntary Short Term Disability plan

Long Term Disability Coverage:

Employees eligible for full benefits, mid-level benefits or Core benefits electing Voluntary Long Term Disability.

ELIGIBILITY WAITING PERIOD:

1. Present Employees: None

2. New Employees: None

EMPLOYEE CONTRIBUTIONS REQUIRED:

Short Term Disability Coverage:	Class 1- Basic Disability	No
	Class 2- Voluntary Short Term Disability	Yes
Long Term Voluntary Disability Coverage:		Yes

NAME OF ASSOCIATED COMPANIES: As on file with the Sponsor

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE

All Eligible Employees are covered under the Basic Disability Plan. Employees may elect to be covered under the Voluntary Short Term Disability Plan. The Voluntary Short Term Disability Plan will supplement the Basic Disability Plan.

SECTION 1 - SCHEDULE OF BENEFITS
(Continued)

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Waiting Period:

Subject to the note below, the period for which a benefit is payable will commence on the latest of the following:

a the 15th day of continuous Total Disability resulting from Injury or Sickness;

b. exhaustion of accumulated sick leave (must exhaust 30 calendar days which equates to 22 working days not including paid holidays); or

c. earnings cease.

Note: If the Covered Person chooses to use additional sick leave days or the Covered Person's Salary Continuance is longer than 30 calendar days, benefits will commence when pay ends. If the Covered Person elects not to use sick leave beyond the required 30 calendar days, and then decides at a later date to use up his/her remaining sick leave, he/she must contact Liberty so they can temporarily suspend benefits to avoid an overpayment.

Amount of Insurance Benefits:

Class 1 (Basic):	55% of weekly earnings not to exceed a maximum Monthly Benefit of $800 less Other Income Benefits and Other Income Earnings as outlined in Section 4.
Class 2 (Voluntary Short Term):	60% of weekly earnings not to exceed a maximum Monthly Benefit of $15,000 less Other Income Benefits and Other Income Earnings as outlined in Section 4.

Note: Any reference to the Right of Recovery provision is deleted in its entirety.

Maximum Benefit Period:

The period for which a benefit is payable for any one Total Disability will end on the earliest of:

a. the end of the Total Disability; or

b. the end of the 24th week of Total Disability for which a benefit is payable.

SECTION 1 - SCHEDULE OF BENEFITS
(Continued)

LONG TERM DISABILITY COVERAGE

Waiting Period: The later of 182 days, exhaustion of accumulated sick leave or the end of Voluntary Short Term Disability benefits.

Amount of Insurance Benefits:

60% (Benefit Percentage) of Eligible Earnings not to exceed a maximum Monthly Benefit of $15,000 less Benefits from Other Income shown in Section 4.

Note: Any reference to the Right of Recovery provision is deleted in its entirety.

Maximum Benefit Period:

Age at Disability	Maximum Benefit Period
Less than age 60	Greater of SSNRA* or to age 65 (but not less than 5 years)
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

* SSNRA means the Social Security Normal Retirement Age as figured by the 1983 amendment to the Social Security Act and any subsequent amendments and provides:

Year of Birth	Normal Retirement Age
Before 1938	65
1938	65 and 2 months
1939	65 and 4 months
1940	65 and 6 months
1941	65 and 8 months
1942	65 and 10 months
1943-1954	66
1955	66 and 2 months
1956	66 and 4 months
1957	66 and 6 months
1958	66 and 8 months
1959	66 and 10 months
1960 and after	67

The minimum Monthly Benefit is $100.

LONG TERM DISABILITY COVERAGE (Continued)

MISCELLANEOUS PROVISIONS

Lump Sum Benefits

Other benefits treated as lump sum benefits include, but are not limited to the following:

1. Lump-Sum cashout from the University of California Retirement Plan (UCRP) - A one-time offset in the month in which the Lump-Sum cashout payment is made.

2. Capital Accumulation Provision (CAP) benefit under UCRP - A one-time offset in the month in which the CAP payment is made.

3. Payout of Terminal Vacation Leave - If terminal vacation leave is paid out in a lump sum, it is not an offset for Disability benefit purposes. If terminal vacation leave is paid out in periodic payments as regular pay, it is offset as any full or partial wage or salary payments or other payments by the University would be.

4. Executive Severance Pay/Health Science Severance Pay - Offset in the month in which the severance payment is received.

5. Defined Contribution Retirement Plan benefits from a University-sponsored plan or from a plan sponsored by any other employer (e.g. TIAA-CREF) are not offset whether paid by lump sum or by periodic payments.

6. Settlements are offset if they are paid as wage replacement or in lieu of wages.

In the event of a one-time payment under a special University program, such as any early retirement program or any other special program, the University directions announced at the time of the special payment will apply.

SECTION 2 - DEFINITIONS

In this section Liberty defines some basic terms needed to understand this policy.

"Active Employment" means the Employee must be actively at work for the Sponsor:

1. on a full-time or part-time basis and paid regular earnings;

2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:

    a. at the Sponsor's usual place of business; or
    b. at a location to which the Sponsor's business requires the Employee to travel.

An Employee will be considered in Active Employment if he/she was actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled days of work);
2. holidays (except when such holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. a paid leave of absence, approved by the Sponsor for which premium payments are made; and
6. a paid sick leave.

Note: The Termination of the Covered Person's Insurance due to "Furlough," "Paid Leave of Absence," Lay-off" or "Unpaid Leave of Absence" will be administered in accordance with the University's Group Insurance Regulations. (Exception: For the purpose of determining disability, Paid sick leave will be administered in accordance with the above definition of Active Employment under the University of California Disability Policy.)

"Administrative Office" means Liberty Life Assurance Company of Boston, 9 Riverside Road, Weston, MA 02493.

"Application" is the document designated in Section 9; it is attached to and is made a part of this policy.

"Covered Person" means an Employee insured under this policy.

"Eligible Earnings" or **"Pre-Disability Earnings"** means the Covered Person's monthly pay or salary which the Covered Person receives through their academic, nonacademic and/or administrative title(s) payable through the University. However, such earnings will not include bonuses, honoraria or pay in lieu of private practice, general assistance "by-agreement" payments, compensation for extension teaching, compensation received for summer session or other vacation period employment which is more than regular earnings, any pay received which is more than 100% of the full-time equivalent of the Covered Person's regular and normal position, perquisites, overtime pay, stipends for department chairs, shift differentials and extra compensation.

SECTION 2 - DEFINITIONS
(Continued)

If the Covered Person is a salaried employee or an hourly employee with a fixed appointment, the Covered Person's benefits will be based on his/her salary rate for the pay period(s) immediately prior to the month in which Total Disability begins.

- For a Covered Person paid on a monthly basis, benefits will be based on his/her actual salary for the full calendar month immediately prior to the pay period in which Total or Partial Disability begins.

- For a Covered Person paid on a bi-weekly basis, benefits will be based on his/her salary rate for the two bi-weekly pay periods immediately prior to the pay period in which Total or Partial Disability begins.

For example, if the Covered Person is appointed at 75% time, the applicable salary rate for benefits purposes is the 75% rate. This is the amount the Covered Person would have earned had he/she worked the total amount of time for which hired, not the Covered Person's actual earnings.

The Benefit for members of the Academic Senate on Sabbatical should be calculated using the earnings in effect immediately prior to the sabbatical.

If the Covered Person is an hourly employee with a variable appointment, earnings for benefits purposes is an average of the actual Eligible Earnings for three calendar months or six pay periods immediately prior to the period in which Total Disability begins, excluding periods with Furlough or Approved Leave Without Pay. Overtime, uniform allowances and other extras are excluded from pay. This average is calculated as follows:

For a Covered Person paid bi-weekly, the sum of six pay periods is divided by 480 (the total full-time hours for 12 weeks/6 bi-weekly pay periods) to yield an adjusted hourly rate. This rate is then multiplied times 174 hours (the average number of hours per month for a full-time Employee) to produce an adjusted average monthly salary.

Pay periods in which Furlough or Approved Leave Without Pay occurred typically are excluded from the calculation. If the consecutive three months or six bi-weekly pay periods immediately preceding the date of disability cannot be used due to Furlough or Approved Leave Without Pay, the look-back period may be extended up to, but no longer than, one year prior to the date of disability, using the most recent applicable pay periods. If there are not three months/six bi-weekly pay periods without Furlough or Leave Without Pay in the 12 months prior to the date of disability, periods with Leave Without Pay that is qualified under the Family Medical Leave Act or the California Family Rights Act may be included as if the qualified leave was paid.

Some Employees' University service may include periods of time when they are not normally scheduled to work and are off pay status, for example, Furlough employees. After 12 months of Total or Partial Disability benefits for these employees, an earnings adjustment is also made so that Long Term Disability benefits are continuous rather than stopping for scheduled periods off pay status. The adjustment is made by multiplying the Eligible Earnings the Covered Person was appointed to receive for the full calendar month immediately prior to the month in which Total or Partial Disability begins by the number of months the Covered Person is normally scheduled to work. The result is divided by 12 to arrive at the salary on which Long Term Disability Benefits will be based.

SECTION 2 - DEFINITIONS
(Continued)

"Eligibility Date" means the date an Employee becomes eligible for insurance under this policy. Eligible Classes are shown in the Schedule of Benefits.

"Eligibility Waiting Period" as shown in the Schedule of Benefits means the continuous length of time an Employee must serve in an eligible class to reach his/her Eligibility Date.

"Employee" means a person in Active Employment with the Sponsor.

"Evidence of Insurability" means a statement or proof of an Employee's medical history upon which acceptance for insurance will be determined by Liberty.

"Gross Weekly Benefit" or **"Gross Monthly Benefit"** means the Covered Person's Weekly or Monthly Benefit before any reduction for Benefits from Other Income and earnings.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. Any Total Disability which begins more than 60 days after an Injury will be considered a Sickness for the purpose of determining benefits under this policy.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or

2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the State where the policy is delivered, and is practicing within the terms of his license.

It does not include a Covered Person, any family member or domestic partner.

"Pre-Disability Earnings" - See definition of Eligible Earnings.

"Retirement Benefit", when used with the term Retirement Plan, means money which:

1. is payable under a Retirement Plan either in a lump sum or in the form of periodic payments; or

2. is payable upon early or normal retirement.

"Retirement Plan" means a plan which provides Retirement Benefits to employees and which is not funded wholly by employee contributions. The term shall not include: a profit-sharing plan, informal salary continuation plan, registered retirement savings plan, stock ownership plan, or a non-qualified plan of deferred compensation.

"Schedule of Benefits" means the section of this policy which shows, among other things, the Eligible Classes, Eligibility Waiting Period, Waiting Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom the policy is issued.

"Sponsor's Retirement Plan" is deemed to include any Retirement Plan:

1. which is part of any Federal, State, Municipal or Association retirement system; or

2. for which the Employee is eligible as a result of employment with the Sponsor.

"Disability" or **"Disabled"**, with respect to Basic and Voluntary Short Term Disability, means the Covered Person, as a result of Injury or Sickness, is unable to perform with reasonable continuity the Material and Substantial Acts necessary to pursue his Own Job in the usual and customary way.

"Disability" or **"Disabled"**, with respect to Long Term Disability, means:

i. that during the Elimination Period and the next 24 months of Disability the Covered Person, as a result of Injury or Sickness, is unable to perform with reasonable continuity the Substantial and Material Acts necessary to pursue his Own Occupation in the usual and customary way; and

ii. thereafter, the Covered Person is unable to perform, with reasonable continuity, the Substantial and Material Acts of any occupation, meaning that as a result of sickness or injury the Covered Person is not able to engage with reasonable continuity in any occupation in which he could reasonably be expected to perform satisfactorily in light of his age, education, training, experience, station in life, and physical and mental capacity.

"Waiting Period" means a period of consecutive days of Total Disability for which no benefit is payable. The Waiting Period is shown in the Schedule of Benefits and begins on the first day of Total Disability.

After the Covered Person has begun his/her Waiting Period and returns to work for a consecutive number of days equal to 20% or less of the Waiting Period, the Covered Person will retain credit for the earlier period if he/she is Totally Disabled again for the same condition.

"Weekly Benefit" or **"Monthly Benefit"** means the amount payable to the Covered Person if he/she is Totally Disabled. Benefits for Short Term Disability coverage are determined on a Monthly basis and paid bi-weekly and benefits for Long Term Disability coverage are determined and paid to the Covered Person on a monthly basis.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Eligible Classes for Insurance Coverage

The Eligible Classes for Insurance Coverage are shown in the Schedule of Benefits.

Eligibility Date for Insurance Coverage

An Employee in an eligible class will qualify for insurance on this policy's Effective Date.

Effective Dates of Insurance

1. Insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if the Employee's written Application for insurance is:

    a. made with Liberty through the Sponsor; and

    b. on a form satisfactory to Liberty.

2. An Employee will be insured for non-contributory insurance on his/her Eligibility Date.

3. An Employee will be insured for contributory insurance on the latest of these dates:

    a. the Employee's Eligibility Date, if he/she makes written Application for insurance on or before the 60th day (Faculty only) or 31st day (all other Employees) from his/her Eligibility Date; or

    b. the date Liberty gives its approval, if the Employee:

        i. makes written Application for insurance more than 60 days (Faculty only) or 31 days (all other Employees) after his/her Eligibility Date; or

        ii. terminated his/her insurance while continuing to be eligible; or

    In the case of i and ii. above, the Employee must submit an Application and Evidence of Insurability to Liberty for approval. This will be at the Employee's expense.

4. Delayed Effective Date for Insurance - The Effective Date of any initial, increased or additional insurance will be delayed for an individual if he/she is not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will start on the day following the date the individual completes one full day of Active Employment based on his/her normally scheduled work day.

Rehire Terms

If a former Employee is re-hired by the Sponsor within 120 days of his/her termination date and was continuously insured under this policy for 12 consecutive months, he/she will not be required to re-satisfy the Pre-Existing Condition Exclusion. If a former Employee is re-hired by the Sponsor more than 120 days after his/her termination date, he/she is considered to be a new Employee and will be required to re-satisfy the Pre-Existing Condition Exclusion.

Associated Companies

Companies, corporations, firms or individuals that are subsidiary to, or affiliated with, the Sponsor will be called Associated Companies. The Associated Companies, if any, are listed in the Schedule of Benefits. Employees of Associated Companies will be considered Employees of the Sponsor for purposes of this policy.

As they relate to this policy, all actions, agreements and notices between Liberty and the Sponsor will be binding on the Associated Companies.

If an Associated Company ceases to be an Associated Company for any reason, its Employees will be deemed to have transferred to a class of Employees not eligible for coverage under this policy.

Transfer Provision

In order to prevent loss of coverage for an individual because of a transfer of insurance carriers, this policy will provide coverage for certain individuals as follows:

Failure to be in Active Employment due to Injury or Sickness

This policy will cover, subject to premium payments, individuals:

1. insured by the prior carrier at the time of transfer; and

2. who are not in Active Employment due to Injury or Sickness on the Effective Date of the policy.

The benefit payable will be in accordance with the provisions of this policy, less any benefit for which the prior carrier is liable. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.

Total Disability due to a Pre-Existing Condition

If there is a Pre-Existing Condition Exclusion, a benefit may be payable for a Total Disability due to a Pre-Existing Condition for an individual who:

1. was insured by the prior carrier at the time of transfer; and

2. was in Active Employment and insured under this policy on its Effective Date.

The benefit will be determined as follows:

1. Liberty will apply this policy's pre-existing condition exclusion. If the individual qualifies for a benefit, he/she will be paid according to this policy's benefit schedule.

2. If the individual cannot satisfy this policy's pre-existing condition exclusion, the prior carrier's pre-existing condition exclusion will be applied.

    a. If the individual satisfies the prior carrier's pre-existing condition exclusion, giving consideration towards continuous time insured under both policies, he/she will be paid according to this policy's benefit schedule. However, in no event will the benefit payable be greater than that which would have been paid under the prior carrier's benefit schedule.

    b. If he/she cannot satisfy the pre-existing condition exclusion of this policy or that of the prior carrier, no benefit will be paid.

SECTION 4 - DISABILITY INCOME BENEFITS

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE

Disability Benefit

When Liberty receives proof that a Covered Person is Totally Disabled due to Injury or Sickness and requires the regular attendance of a Physician, Liberty will pay the Covered Person a Weekly Benefit on a bi-weekly basis, after the end of the Waiting Period. The benefit will be paid for the period of Total Disability if the Covered Person gives to Liberty proof of continued:

1. Total Disability; and

2. regular attendance of a Physician.

The proof must be given upon Liberty's request and at the Covered Person's expense.

For the purpose of determining Total Disability, the Injury must occur and the Covered Person's Total Disability must begin while the Employee is insured for this coverage; and Total Disability which is the result of the Covered Person's Sickness must begin while the Employee is insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Total Disability.

The Weekly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or

2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

Amount of Total Disability Weekly Benefit

To figure the amount of Weekly Benefit:

1. Multiply the Covered Person's weekly earnings by the Benefit Percentage shown in the Schedule of Benefits.

2. Take the least of:

    a. the Covered Person's weekly earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or

    b. the maximum Monthly Benefit (prorated to figure a weekly amount) shown in the Schedule of Benefits.

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability Benefit

When Liberty receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness, he will receive a loss of earnings Monthly Benefit, subject to any other provisions of this policy. The proof must be given at the Covered Person's expense.

To be eligible to receive Partial Disability benefits, the Covered Person must be earning 80% or less of his Pre-Disability Earnings.

When proof is received that a Covered Person is Partially Disabled from an Injury or Sickness, Liberty will pay a Partial Disability Benefit after the Waiting Period has been satisfied if the Covered Person gives to Liberty within 90 days of the request, and at the Covered Person's expense, proof of continued (a) Partial Disability, and (b) the required regular attendance of a Physician. For the purpose of this provision, the Covered Person may satisfy the Waiting Period if he is Disabled or Partially Disabled, or a combination of Disabled or Partially Disabled, during such time.

For purposes of determining Disability, the Injury must occur and Disability must begin while the Employee is insured for this coverage.

"Partial Disability" or "Partially Disabled" means as a result of the Injury or Sickness, the Covered Person is:

1. able to perform one or more, but not all, of the Material and Substantial Acts of his own or any other occupation on an Active Employment or a part-time basis; or

2. able to perform all of the Material and Substantial Acts of his own or any other occupation on a part-time basis.

Amount of Partial Disability Benefit

The Partial Disability Benefit for Basic Short Term Disability will be an amount equal to the Covered Person's Pre-Disability Earnings minus other sources of income if applicable, including his earnings, multiplied by the benefit percentage shown in the Schedule of Benefits. The Partial Disability Benefit for Voluntary Short Term Disability will be equal to the Covered Person's Pre-Disability Earnings minus other sources of income, if applicable, including his earnings. In no case will the total benefits and other income exceed 100% of the Pre-Disability earnings. The Partial Disability Benefit for Basic Disability or Voluntary Short Term Disability will never exceed the maximum Monthly Benefit in the schedule of benefits (Section 1).

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income (Applicable to Class 1 - Short Term Disability)

Benefits from Other Income means those benefits shown below and in Section 1 - Schedule entitled "Lump Sum Benefits":

1. any Disability and/or Retirement benefits for which the Covered Person is eligible under Social Security; or

2. any other governmental program or coverage required or provided by statute; or

3. the amount of earnings the Covered Person earns or receives from any form of Partial Disability or any other salary, wages or payments except for Health Sciences Supplemental Income by the University to the Covered Person; or

4. Disability or retirement benefits under any Defined Benefit Retirement Plan for which a University Employee receives credit for University Service.

Note: Liberty will not offset for University Sponsored group Disability benefits available to certain employees with respect to compensation that is not covered by University Disability programs such as Disability coverage of Heath Sciences Supplemental Income.

Liberty will not offset your benefit with (a) any disability benefits from privately purchased individual disability insurance policies; or (b) Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through the University of California and other employers.

Cost of Living Freeze

After the first deduction for each of the Benefits from Other Income, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Benefits from Other Income provision of this coverage.

Lump Sum Payments

Benefits from Other Income which are paid in a lump sum will be prorated on a monthly basis over the Maximum Benefit Period with the exception of those payments shown in Section 1 - Schedule entitled "Lump Sum Benefits".

Prorated Benefits

For any period for which a Short Term Disability Benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th per day for such period of Total Disability.

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income (Applicable to Class 1 – Basic Disability) (Continued)

Discontinuation of the Basic Disability Benefit

The Monthly Benefit will cease on the earliest of:

1. the date the Covered Person is no longer Totally Disabled;

2. the date the Covered Person dies;

3. the end of the Maximum Benefit Period; or

4. the date the Covered Person begins work for another employer for wage or profit unless he/she is on approved Partial Disability;

5. the date the Covered Person's current earnings from Partial Disability exceed 80% of his/her Pre-Disability Earnings; or

6. the date the Covered Person's current earnings from Partial Disability plus benefits from other income exceed 100% of his/her Pre-Disability Earnings.

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income (Applicable to Class 2 - Voluntary Short Term Disability)

Benefits from Other Income means those benefits shown below and in Section 1 - Schedule entitled "Lump Sum Benefits":

1. any Disability and/or Retirement benefits for which the Covered Person is eligible under Social Security; or

2. any other governmental program or coverage required or provided by statute; or

3. any benefit payable under Workers' Compensation law or any other act or law of like intent;

4. the amount of earnings the Covered Person earns or receives from any form of Partial Disability or any other salary, wages or payments except for Health Sciences Supplemental Income by the University to the Covered Person; or

5. Disability or retirement benefits under any Defined Benefit Retirement Plan for which a University Employee receives credit for University Service.

NOTE: Liberty will not offset for University Sponsored group Disability benefits available to certain employees with respect to compensation that is not covered by University Disability programs such as Disability coverage of Health Sciences Supplemental Income.

Liberty will not offset your benefit with (a) any disability benefits from privately purchased individual disability insurance policies; or (b) Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through the University of California and other employers.

Cost of Living Freeze

After the first deduction for each of the Benefits from Other Income, the Weekly Benefit will not be further reduced due to any cost of living increases payable under the Benefits from Other Income provision of this coverage.

Lump Sum Payments

Benefits from Other Income which are paid in a lump sum will be prorated on a monthly basis over the Maximum Benefit Period with the exception of those payments shown in Section 1 - Schedule entitled "Lump Sum Benefits".

Prorated Benefits

For any period for which a Short Term Disability Benefit is payable that does not extend through a full week, the benefit will be paid on a prorated basis. The rate will be 1/7th per day for such period of Total Disability.

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income (Applicable to Class 2 - Voluntary Short Term Disability) (Continued)

Discontinuation of the Voluntary Short Term Disability Benefit

The Monthly Benefit will cease on the earliest of:

1. the date the Covered Person is no longer Totally Disabled;

2. the date the Covered Person dies;

3. the end of the Maximum Benefit Period; or

4. the date the Covered Person begins work for another employer for wage or profit unless he/she is on approved Partial Disability;

5. the date the Covered Person's current earnings from Partial Disability exceed 80% of his/her Pre-Disability Earnings; or

6. the date the Covered Person's current earnings from Partial Disability plus benefits from other income exceed 100% of his/her Pre-Disability Earnings.

BASIC AND VOLUNTARY SHORT TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

If a covered person returns to work and becomes Totally Disabled again, he/she may qualify for Successive Periods of Total Disability. "Successive Periods of Total Disability" means a Total Disability which is related or due to the same cause(s) as a prior Total Disability for which a Monthly Benefit was payable.

A Successive Period of Total Disability will be treated as part of a prior Total Disability if, after receiving Total Disability Benefits under this coverage, the Covered Person (1) returns to work for the University on an Active Employment basis, based on his/her normally scheduled workday; and (2) in less than four consecutive weeks (20 consecutive workdays) after he/she returns to work for the University and while covered under this plan, he/she again becomes Totally Disabled due to the same or related cause as the prior Total Disability.

Benefit payments will be subject to the terms of this coverage for the prior Total Disability.

If the Covered Person returns to a job with the University on an Active Employment basis for four consecutive weeks or more, the Successive Period of Total Disability will be treated as a new period of Total Disability. He/she must complete another Waiting Period. For example, if he/she normally works 8 hours a day, Monday through Friday each week, then he/she must be in Active Employment twenty consecutive 8-hour days to satisfy this requirement.

A Covered Person may take up to one-half day off per week, based on his/her normal work schedule, for routine follow-up appointments with the attending physician without being required to restart the four-week period. However, if he/she takes additional vacation, compensated time and/or sick leave before the completion of the four-week period, he/she will be required to restart this period.

If regular University holidays are scheduled during this period, they will not be counted as workdays nor will they be considered a reason to restart the four-week period. The balance of the period should be completed beginning with the first workday after the holiday. Changes to a Covered Person's work schedule made after the date of Disability will not be considered a normal work schedule for this purpose.

If the later Disability is due to an unrelated cause and the Covered Person had returned to full-time Active Employment based on his/her normally scheduled workday, it will be considered a new Disability and a new Waiting Period will apply.

If a Covered Person becomes eligible for coverage under any other employer's group Short Term Disability coverage, this Successive Period of Disability provision will cease to apply.

VOLUNTARY LONG TERM DISABILITY COVERAGE

Total Disability Benefit

When Liberty receives proof that a Covered Person is Totally Disabled due to Injury or Sickness and requires the regular attendance of a Physician, Liberty will pay the Covered Person a Monthly Benefit after the end of the Waiting Period. The benefit will be paid for the period of Total Disability if the Covered Person gives to Liberty proof of continued:

1. Total Disability; and

2. regular attendance of a Physician.

The proof must be given upon Liberty's request and at the Covered Person's expense.

For the purpose of determining Total Disability, the Injury must occur and the Covered Person's Total Disability must begin while the Employee is insured for this coverage; and Total Disability which is the result of the Covered Person's Sickness must begin while the Employee is insured for this coverage. In addition, a loss of a license for any reason does not, in itself, constitute Total Disability.

The Monthly Benefit will not:

1. exceed the Covered Person's Amount of Insurance; or

2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

Amount of Total Disability Monthly Benefit

To figure the amount of Monthly Benefit:

1. Multiply the Covered Person's Eligible Earnings by the Benefit Percentage shown in the Schedule of Benefits.

2. Take the least of:

    a. the Covered Person's Eligible Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or

    b. the maximum Monthly Benefit shown in the Schedule of Benefits.

The Total Disability Benefit payable will never be less than the Minimum Monthly Benefit shown in the Schedule of Benefits.

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability Benefit

When Liberty receives Proof that a Covered Person is Partially Disabled and has experienced a loss of earnings due to Injury or Sickness, he will receive a Monthly Benefit, subject to any other provisions of this policy. The Proof must be at the Covered Person's expense.

To be eligible to receive Partial Disability benefits, the Covered Person must be earning 80% or less of his Pre-Disability Earnings.

When proof is received that a Covered Person is Partially Disabled from an Injury or Sickness, Liberty will pay a Partial Disability Benefit after the Waiting Period has been satisfied if the Covered Person gives to Liberty within 90 days of the request, and at the Covered Person's expense, proof of continued (a) Partial Disability, and (b) the required regular attendance of a Physician. For the purpose of this provision, the Covered Person may satisfy the Waiting Period if he is Disabled or Partially Disabled, or a combination of Disabled or Partially Disabled, during such time.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while the Employee is insured for this coverage.

"Partial Disability" or "Partially Disabled" means as a result of the Injury or Sickness, the Covered Person is:

1. able to perform one or more, but not all, of the material and substantial duties of his own or any other occupation on an Active Employment or a part-time basis; or

2. able to perform all of the material and substantial duties of his own or any other occupation on a part-time basis.

Amount of Partial Disability Benefit

The Partial Disability Benefit for Voluntary Long Term Disability will be an amount equal to the Covered Person's Pre-Disability Earnings minus other sources of income if applicable, including his earnings, multiplied by the benefit percentage shown in the Schedule of Benefits. In no case will the total benefits and other incomes exceed 100% of the Pre-Disability earnings. The Partial Disability Benefit for Voluntary Long Term Disability will never exceed the maximum benefit in the schedule of benefits (Section 1).

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Mental Illness and Substance Abuse Limitation

This Limitation applies if the Covered Person's Total Disability, as determined by Liberty, is caused at least in part by a mental, psychoneurotic or personality disorder or substance abuse. In such cases, benefits are not payable for his/her Total Disability for more than a combined period of 24 months after the date Long Term Disability benefits begin.

If the Covered Person is in a Hospital or Institution for Mental Illness and/or Substance Abuse at the end of a combined period of 24 months, the Monthly Benefit will be paid during the confinement.

If the Covered Person is not confined in a Hospital or Institution for Mental Illness and/or Substance Abuse, but is fully participating in an Extended Treatment Plan for the condition that caused Disability, the Monthly Benefit will be payable to a Covered Person for up to a combined period of 36 months from the date Long Term Disability benefits begin.

In no event will the Monthly Benefit be payable beyond the Maximum Benefit Period shown in the schedule of benefits (Section 1).

"Extended Treatment Plan" means continued care that is consistent with the American Psychiatric Association's standard principles of Treatment, and is in lieu of confinement in a Hospital or Institution. It must be approved in writing by a Physician.

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing the Covered Person's Disability.

"Mental Illness" means a psychiatric or psychological condition classified as such in the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) regardless of the underlying cause of the Mental Illness. If the DSM is discontinued, Liberty will use the replacement chosen or published by the American Psychiatric Association.

"Substance Abuse" means alcohol and/or drug abuse, addiction or dependency.

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income

Benefits from Other Income means those benefits shown below and in Section 1 - Schedule entitled "Lump Sum Benefits":

1. The amount for which the Covered Person is eligible under:

   a. Workers' or Workmen's Compensation Law (temporary benefits);

   b. occupational disease law;

   c. any compulsory benefit act or law; or

   d. any other act or law of like intent.

2. The amount of any Disability benefits which the Covered Person is eligible to receive under:

   a. any other group insurance plan of the Sponsor, excluding Accidental Death and Dismemberment (AD&D);

   b. any governmental retirement system as a result of his/her job with the Sponsor.

3. The amount of benefits the Covered Person receives under the Sponsor's Retirement Plan as follows: The amount of any Disability Benefits, or Retirement Benefits the Covered Person voluntarily elects to receive as retirement payment under the Sponsor's Retirement Plan.

4 The amount of benefits the Covered Person receives under: (a) any other Disability plan or (b) any defined Benefit Retirement Plan for which a University employee receives credit for University Service.

5. The amount of Disability and/or Retirement Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, for which:

   a. the Covered Person receives or is eligible for; and

   b. the Covered Person's spouse, minor child* or minor children* receives or are eligible for because of the Covered Person's Disability; or

   c. the Covered Person's spouse, minor child* or minor children* receives or are eligible for because of the Covered Person's eligibility for Retirement Benefits.

      * Liberty will not offset the Covered Person's Disability Benefit with any Social Security Benefits their child or children receive or are eligible to receive if the child or children do not live with the Covered Person on a permanent basis.

6. The amount of earnings the Covered Person earns or receives from any form of employment or any other salary, wages or payments except for Health Sciences Supplemental Income by the University to the Covered Person.

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Benefits from Other Income (Continued)

Note: Liberty will not offset for University Sponsored Group Disability benefits available to certain employees with respect to compensation that is not covered by University Disability programs such as Disability coverage of Health Sciences Supplemental Income.

Liberty will not offset your benefit with (a) any disability benefits from privately purchased individual disability insurance policies; or (b) Defined Contribution Plan benefits (DCP) such as TIAA-CREF, 401k plans and 403b plans through the University of California and other employers.

These Benefits from Other Income, except Retirement Benefits, must be payable as a result of the same Disability for which Liberty pays a benefit.

Cost of Living Freeze

After the first deduction for each of the Benefits from Other Income, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Benefits from Other Income provision of this coverage. This provision does not apply to increases received from any form of employment.

Lump Sum Payments

Benefits from Other Income which are paid in a lump sum will be prorated on a monthly basis over the time period for which the sum is given or the Maximum Benefit Period, whichever is less, with the exception of those payments shown in Section 1 - Schedule entitled "Lump Sum Benefits".

Prorated Benefits

For any period for which a Long Term Disability Benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be 1/30th per day for such period of Total Disability.

Benefit Period Extension

The Maximum Benefit Period is shown in the Schedule of Benefits. However, the benefit will be extended beyond the end of the Maximum Benefit Period if a Covered Person who is Totally Disabled attains the age specified in the benefit duration and has not received 12 Monthly Benefit payments. In this event, the benefit period will be extended during the continuance of Total Disability until 12 monthly payments have been paid.

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Discontinuation of Long Term Total Disability Benefits

The Monthly Benefit will cease on the earliest of:

1. the date the Covered Person is no longer Totally Disabled; or

2. the date the Covered Person dies; or

3. the end of the Maximum Benefit Period; or

4. the date the Covered Person begins work for another employer for wage or profit unless he/she is on approved Partial Disability; or

5. the date the Covered Person's current earnings from Partial Disability exceed 80% of his/her Pre-Disability Earnings; or

6. the date the Covered Person's current earnings from Partial Disability plus benefits from other income exceed 100% of his/her Pre-Disability Earnings.

VOLUNTARY LONG TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

If a covered person returns to work and becomes Totally Disabled again, he/she may qualify for Successive Periods of Total Disability. "Successive Periods of Total Disability" means a Total Disability which is related or due to the same cause(s) as a prior Total Disability for which a Monthly Benefit was payable.

A Successive Period of Total Disability will be treated as part of a prior Total Disability if, after receiving Total Disability Benefits under this coverage, the Covered Person (1) returns to work for the University on an Active Employment basis, based on his/her normally scheduled workday; and (2) in less than six consecutive months after he/she returns to work for the University and while covered under this plan, he/she again becomes Totally Disabled due to the same or related cause as the prior Total Disability.

Benefit payments will be subject to the terms of this coverage for the prior Total Disability.

If the Covered Person returns to a job with the University on an Active Employment basis for six consecutive months or more, the Successive Period of Total Disability will be treated as a new period of Total Disability. He/she must complete another Waiting Period.

A Covered Person may take up to one-half day off per week, based on his/her normal work schedule, for routine follow-up appointments with the attending physician without being required to restart the six month period. However, if he/she takes additional vacation, compensated time and/or sick leave before the completion of the six-month period, he/she will be required to restart this period.

If regular University holidays are scheduled during this period, they will not be counted as workdays nor will they be considered a reason to restart the six-month period. The balance of the period should be completed beginning with the first workday after the holiday. Changes to a Covered Person's work schedule made after the date of Disability will not be considered a normal work schedule for this purpose.

If the later Disability is due to an unrelated cause and the Covered Person had returned to full-time Active Employment based on his/her normally scheduled workday, it will be considered a new Disability and a new Waiting Period will apply. If a Covered Person becomes eligible for coverage under any other employer's group Long Term Disability coverage, this Successive Period of Disability provision will cease to apply to that Covered Person.

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

This policy will not cover any Total Disability due to:

1. war, declared or undeclared or any act of war;

2. intentionally self-inflicted injuries;

3. active Participation in a Riot;

4. the Covered Person's committing of or the attempting to commit an indictable offense.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in defense of the person of the insured, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to police officers and firemen.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

BASIC DISABILITY COVERAGE

Applicable to Class 1 – Basic Disability

Total Disability Benefit Exclusions

A Weekly Benefit will not be payable if a Covered Person becomes Totally Disabled due to:

1. Injury that arises out of or in the course of employment; or

2. Sickness when a benefit is payable under a Workers' Compensation Law, or any other act or law of like intent.

VOLUNTARY LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

Under Voluntary Long Term Disability, the Pre-Existing Condition Exclusion will apply as follows to any sickness or injury:

If medical treatment (including examination, laboratory test, diagnosis and/or prescription) of any kind was prescribed for or rendered to or received by the Covered Person during the 90 days immediately before the effective date of his/her coverage under this plan:

1. a period of Total Disability due to that Sickness or Injury that begins within 12 months of the effective date of coverage under this policy will not be covered for Voluntary Long Term Disability benefits; and

2. any later Total Disability considered a continuation of that period of Total Disability, will not be covered.

For the purpose of this Pre-Existing Condition exclusion, a Total Disability is considered a continuation of an earlier period of Total Disability if both are due to the same or related Sickness or Injury and are not separated by (a) a return to full-time Active Employment based on the Covered Person's normally scheduled workday and b) a continuous period of 90 days after a return to full-time work during which no medical treatment (including examination, laboratory test, diagnosis and/or prescription) of any kind was prescribed for or rendered to or received by the Covered Person in connection with that Sickness or Injury.

Covered Persons on Leave of Absence for less than 120 days may re-enroll with the same coverage amounts in force prior to their Leave of Absence with no additional Pre-Existing Condition limitation. If the Covered Person was employed for less than 12 consecutive months prior to the Leave of Absence they will receive credit toward completing the Pre-Existing Condition limitation for the time worked prior to the Leave of Absence. Covered Persons on Leave of Absence for 120 days or more will receive a new period of initial eligibility (PIE) when they return to work. This allows them to enroll in Voluntary disability for the first time or if previously enrolled, change their waiting period. If the Employee was enrolled in Voluntary disability and employed for 12 consecutive months prior to the leave of absence the employee will not be subject to the Pre-Existing Condition limitation. If the Covered Person was enrolled in Voluntary disability prior to the Leave of Absence and employed for less than 12 consecutive months prior to the Leave of Absence they will receive credit toward completing the Pre-Existing Condition limitation for the time worked prior to the Leave of Absence. Covered Persons enrolling in Voluntary disability for the first time will be subject to the Pre-Existing Condition limitation.

SECTION 6 - TERMINATION PROVISIONS

Termination of Covered Person's Insurance

A Covered Person will cease to be insured on the earliest of the following dates:

1. the date this policy terminates, but without prejudice to any claim originating prior to the time of termination;

2. the date the Covered Person is no longer in an eligible class;

3. the date the Covered Person's class is no longer included for insurance;

4. the last day for which any required Employee contribution has been made;

5. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Total Disability during:

    a. the Waiting Period; and
    b. the period during which premium is being waived.

Liberty reserves the right to review and terminate all classes insured under this policy if any class(es) cease(s) to be covered.

Furlough and Paid Leaves of Absence

The Sponsor may allow continuation of the Covered Person's coverage(s) during certain types of Paid Leaves of Absence. In continuing such coverage under this provision, the Sponsor agrees to treat all Covered Persons equally.

NOTE: The Termination of the Covered Person's Insurance due to "Furlough," "Paid Leave of Absence," Lay-off" or "Unpaid Leave of Absence" will be administered in accordance with the University's Group Insurance Regulations. (Exception: For the purpose of determining disability, Paid sick leave will be administered in accordance with the above definition of Active Employment under the University of California Disability Policy.)

SECTION 6 - TERMINATION PROVISIONS
(Continued)

Policy Termination

1. Termination of this policy under any conditions will not prejudice any claim which occurs while this policy is in force.

2. If the Sponsor fails to pay any premium within the grace period, this policy will terminate at 12:00 midnight Standard Time on the last day of the grace period. The Sponsor may terminate this policy by advance written notice delivered to Liberty at least 60 days prior to the termination date. This policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Liberty for all premiums due and unpaid for the full period for which this policy is in force.

3. Liberty may terminate this policy on any premium due date by giving written notice to the Sponsor at least 60 days in advance if the Sponsor fails:

   i. to furnish promptly any information which Liberty may reasonably require; or

   ii. to perform any other obligations pertaining to this policy.

4. Liberty may terminate this policy or any coverage(s) afforded hereunder and for any class of covered Employees on any premium due date after it has been in force for 12 months. Liberty will provide written notice of such termination to the Sponsor at least 60 days before it is effective.

5. Termination may take effect on an earlier date if agreed to by the Sponsor and Liberty.

SECTION 7 - GENERAL PROVISIONS

Entire Contract; Changes

This policy, the application of the employer, and the individual applications, if any, of the employees constitute the entire contract between the parties, and any statement made by the employer or by any employee shall, in the absence of fraud, be deemed a representation and not a warranty. No such statement shall (avoid the insurance or reduce the benefits under this policy or) be used in defense to a claim hereunder unless it is contained in a written application, nor shall any such statement of the employer, except a fraudulent misstatement, be used at all to void this policy after it has been in force for two years from the date of its issue, nor shall any such statement of any employee eligible for coverage under the policy, except a fraudulent misstatement, be used at all in defense to a claim for loss incurred or Disability or Partial Disability (as defined in the policy) commencing after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this policy shall be valid unless approved by an executive officer of the insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this policy or to waive any of its provisions.

Time Limit on Certain Defenses

(a) After two years from the date of issue of this policy, no misstatements, except fraudulent misstatements, made by the applicant in the application for such policy shall be used to void the policy or to deny a claim for loss incurred or Disability (as defined in the policy) commencing after the expiration of such two-year period. (b) No claim for loss incurred or Disability (as defined in the policy) commencing after two years from the date of issue of this policy shall be reduced or denied on the ground that a disease or physical condition not excluded from coverage by name or specific description effective on the date of loss had existed prior to the effective date of coverage of this policy.

Grace Period

A grace period of 60 days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the employer shall be liable to the insurer for the payment of the premium accruing for the period the policy continues in force.

Notice of Claim

Written notice of claim must be given to the insurer within 20 days after the occurrence or commencement of any loss covered by the policy, or as soon thereafter as is reasonably possible. Subject to the qualifications set forth below, if the insured Covered Person suffers loss of time on account of Disability for which indemnity may be payable for at least two years, the Covered Person shall at least once in every six months after having given notice of claim, give to the insurer notice of continuance of said Disability, except in the event of legal incapacity. The period of six months following any filing of proof by the insured or any payment by the insurer on account of such claim or any denial of liability in whole or in part by the insurer shall be excluded in applying this provision. Delay in giving of such notice shall not impair the insured Covered Person's right to any indemnity which would otherwise have accrued during the period of six months preceding the date on which such notice is actually given.

SECTION 7 - GENERAL PROVISIONS
(Continued)

Claims Forms

The insurer, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in the policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proofs of Loss

Written proof of loss must be furnished to the insurer, in the case of claim for loss for benefits, within 90 days after the termination of the period for which the insurer is liable, and in case of claim for any other loss, within 90 days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the employee, later than one year from the time proof is otherwise required.

Time of Payment of Claim

Indemnities payable under this policy for any loss other than benefits will be paid as they accrue immediately upon receipt of due written proof of such loss. Subject to due written proof of such loss, all accrued indemnity for benefits will be paid Weekly or Monthly to the insured employee and any balance remaining unpaid upon the termination of the period of liability will be paid immediately upon receipt of due written proof.

Payment of Claims

If any indemnity of this policy shall be payable to the estate of the insured employee or employee who is a minor or otherwise not competent to give a valid release, the insurer may pay such indemnity up to an amount not exceeding $1,000 to any relative by blood or connection by marriage of the insured employee who is deemed by the insurer to be equitable entitled thereto. Any payment made by the insurer in good faith pursuant to this provision shall fully discharge the insurer to the extent of such payment.

Physical Examination and autopsy

The insurer at its own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

SECTION 7 - GENERAL PROVISIONS
(Continued)

Misstatement of Age

If the age of any individual covered under this policy has been misstated, the amount payable shall be such as the premium paid for the coverage of such individual would have purchased at the correct age.

Conformity with state statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which the insured resides on such date is hereby amended to conform to the minimum requirements of such statutes.

SECTION 8 - PREMIUMS

Premium Rates

Liberty has set the premiums that apply to the coverage(s) provided under this policy. Those premiums are shown in a notice given to the Sponsor with or prior to delivery of this policy.

Liberty may establish new rates for all future premiums as well as the one then due:

1. when the terms of this policy are changed, any such change in policy terms will be made in accord with the General Provisions regarding "Complete Contract - Policy Changes";

2. when a division, or Associated Company is added to this policy; or

3. when the number of Covered Persons changes by 25% or more from the number insured on this policy's Effective Date; or

4. for reasons other than 1., 2., or 3. above, such as, but not limited to a change in factors bearing on the risk assumed. But, the rates may not be changed within the first 12 months following this policy's Effective Date.

No premium may be increased unless Liberty notifies the Sponsor at least 210 days in advance. Premium increases may take effect on the next January 1st anniversary date.

Payment of Premiums

1. All premiums due under this policy, including adjustments, if any, are payable by the Sponsor on or before their due dates at Liberty's Administrative Office, or to Liberty's agent. The due dates are specified on the first page of this policy.

2. Premium payment calculations will be based on the coverage(s) provided under this policy. Both are determined by the definition of Monthly Covered Salary Rate.

3. The premium charge for insurance terminated during a policy month will cease at the end of the policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only.

4. Except for fraud and premium adjustments, refunds or charges will be made only for the current policy year.

Waiver of Premium

With respect to Voluntary Disability Benefits, premium payments for a Covered Person are waived during any period for which benefits are payable. If coverage is to be continued, premium payments may be resumed following a period during which they were waived.

NOTICE REGARDING POLICYHOLDER INQUIRY PROCEDURES

For inquiries, information about coverage or assistance in resolving complaints you may contact Liberty Life Assurance Company of Boston at:

1-800-344-0197

Written inquiries should be directed to:

Presidential Service Team
Liberty Mutual Insurance Group
175 Berkeley Street
Boston, MA 02117

For policies issued or delivered by authorized representatives or agents of Liberty Life Assurance Company of Boston, you should contact that representative or agent directly for assistance.

The California Department of Insurance may be contacted only after discussions with Liberty Life Assurance Company of Boston, or its agents or other representatives, or both, have failed to produce a satisfactory resolution to the problem. You may contact the department at:

1-800-927-4357 or 213-897-8921.

Written inquiries should be directed to:

Department of Insurance
Consumer Communications Bureau
300 South Spring Street-South Tower
Los Angeles, California 90013

Voluntary Disability Insurance Plan Continuation Rider

to be attached to and made a part of
Group Policy No. **GD3-860-037972-01/GF3-860-037972-01**
issued by:

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON
(Liberty)

to

University of California
(Sponsor)

Effective date of this Rider: **Issue Date**

Foreword to Employees

The University of California Voluntary Disability Insurance Plan includes (the Voluntary Disability Continuation Rider allowing you to elect to continue Voluntary Disability Coverage and to cover your **full pre-leave pay during certain types of approved leaves for professional development**. The purpose of this addendum is to describe the aspects of the Voluntary Disability Continuation Rider which differ from the regular University of California Voluntary Disability Insurance Plan. When you elect the Voluntary Disability Continuation Rider, this addendum will govern with respect to these areas of difference.

The benefits of the University's Voluntary Disability Plan and the Voluntary Disability Continuation Rider are subject to change. The University of California intends to continue the Voluntary Disability Plan and the Rider described in this addendum but reserves the right to terminate or amend them at any time.

The University's Voluntary Disability Continuation Rider described here is governed by the terms and conditions of contracts between The Regents of the University of California and Liberty Life Assurance Company of Boston and by the University's Group Insurance Regulations, where applicable. Those terms and conditions apply if information in this addendum is not the same.

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Form UCP

DEFINITIONS

Qualified Leave is the type of leave qualifying you to continue your regular University Voluntary Disability coverage under the Voluntary Disability Continuation Rider. This includes approved leaves under regular University leave programs for research or teaching related to your University position such as the Educational and Professional Development Leave Program for MSP employees and the Professional Research and Teaching Leave Program at the Labs, and approved leaves to work under a professional grant or fellowship related to your University position such as a Guggenheim fellowship. (Leave to enroll as a student in a degree program, personal leaves, and furloughs are **not** Qualified Leaves.) The University determines whether an employee's leave meets the requirements of a Qualified Leave.

Note: If you are going on a sabbatical leave of any appointment time, see your Benefits Office for options regarding continuation of disability coverage.

Pre-Leave Monthly Covered Salary Rate is the basis for premium calculation. It is the monthly salary for your appointment at the 100% rate for the full calendar month preceding the month in which your leave begins. For split appointments at different rates, the Pre-Leave Monthly Covered Salary Rate is the monthly salary you would receive if working at 100% time in the appointment which has the highest 100% time salary rate.

Voluntary Disability Continuation Rate is the premium rate factor used to calculate the monthly Voluntary Disability Continuation Rider premium and is taken from the special table of rates by age for Voluntary Disability Continuation Rider coverage.

Reactivation Trigger Date is the date 60 days before the predetermined ending date of the Qualified Leave. On this date, which is noted by the Benefits Office at enrollment, Liberty will send a reminder to you and the Benefits Office that it is time to reactivate your payroll deduction Voluntary Disability coverage. At this time, if you have not already done, so, you should notify the University and Liberty **in writing** of any change in your leave plans.

Total Disability will continue to be defined as it is in the regular Voluntary Disability plan. If you file a claim while covered by the Voluntary Disability Continuation Rider, your disability will be reviewed relative to your occupation with the University immediately before the date your approved, Qualified Leave began.

Please refer to your Voluntary Disability policy for definitions and descriptions not included in this addendum.

ELIGIBILITY

You are eligible to enroll under the Voluntary Disability Continuation Rider if you are enrolled in the University Voluntary Disability plan immediately before the beginning of an approved, Qualified Leave and you are in Active Employment on the last full day of work before your leave.

Enrollment

You may apply for coverage under the Voluntary Disability Continuation Rider when you set up an approved, Qualified Leave, as early as two months before the starting date of the leave. Liberty's confirmation of coverage will depend on the University's confirmation that you have an approved, Qualified Leave and that you are covered under the regular University Voluntary Disability plan immediately before the leave.

Enrollment (Continued)

The final date to apply for the Voluntary Disability Continuation Rider coverage is the last full day worked before the starting date of the approved, Qualified Leave. This means that the application and premium check sent to Liberty must be postmarked no later than this date. NO APPLICATIONS WILL BE CONSIDERED OR ACCEPTED AFTER THIS DATE.

Effective Date

Voluntary Disability Continuation Rider coverage will begin immediately following the last day of regular payroll deduction Voluntary Disability coverage with no lapse in coverage. You must be in Active Employment on the last full day of work before your approved, Qualified Leave.

Within 2 to 3 weeks of making application, you will receive a confirmation of Voluntary Disability Continuation Rider coverage from Liberty. If you have heard nothing at the end of this time period, contact your Benefits Office to determine when the University Statement was sent to Liberty. With that information, contact Liberty to confirm that they received your application and premium check. You may be given telephone confirmation of coverage; however, you will always receive written confirmation of coverage for your records.

Waiting Periods

Your Waiting Period will be the same as under your regular payroll deduction Voluntary Disability coverage.

Length of Continuation That You May Purchase

You may continue your Voluntary Disability coverage under the Voluntary Disability Continuation Rider for a maximum of two years of approved, Qualified Leave.

Return from Leave/Reactivation of Payroll Deduction Voluntary Disability

When you apply for coverage under the Voluntary Disability Continuation Rider, it is your responsibility to ensure that your payroll deduction Voluntary Disability is cancelled. At this same time, the Benefits Office will put the Reactivation Trigger Date on your application for Voluntary Disability Continuation Rider coverage. You must also fill out the re-enrollment form as part of the process. Your Benefits Office will hold your re-enrollment form until Liberty sends notice to reactivate the payroll deduction. This notice is sent on the Reactivation Trigger Date. It will notify you and the University that you have a pre-arranged return-to-work date coming in 60 days. The Benefits Office or Payroll Office (depending on procedures at your location) will process your enrollment form unless you notify them in writing of a change in plans. Be sure to send written notification to Liberty if your plans have changed.

Benefits

Benefits are the same for the Voluntary Disability Continuation Rider and the regular payroll deduction Voluntary Short and Long Term Disability plans. See your Disability policy for benefit amounts. Benefits will begin no sooner than the plan Waiting Period or the end of any UC pay status or other leave income, whichever is later. Voluntary Disability Continuation Rider benefits will be based on your Eligible Earnings for the last full month before the approved, Qualified Leave. (See "Eligible Earnings" in your Voluntary Disability policy.)

Offsets/Benefits from Other Income

Disability benefits under the Voluntary Disability Continuation Rider will be reduced by any Benefits from Other Income you are eligible to receive as defined in the regular Disability policy. In addition, any partial income earned during an approved, Qualified Leave such as income from a grant will be coordinated with the disability benefit so that the total amount of income from all sources does not exceed 100% of your Eligible Earnings for the last full month worked before your leave and subject to all plan maximums as described in Section 1 - Schedule of Benefits under "Plan Benefits" in your Disability policy.

Also see "Estimated Benefits" and "Benefits from Other Income" in your Voluntary Disability policy.

Maximum Benefit Period

Same as the regular Voluntary Disability plan. See your Voluntary Disability policy for full details.

Examples of Voluntary Disability Plan Benefits

Calculation of Voluntary Disability benefits and coordination with Benefits from Other Income while enrolled in the regular Voluntary Disability plan is explained in the Disability policy. These examples also apply to benefits under the Voluntary Disability Continuation Rider.

Medical Plan Contribution During the First Six Months of Benefits

During the first six months of benefits for a claim under the Voluntary Disability Continuation Rider coverage, the University contribution for your medical plan coverage will be paid, provided you do not separate from UC employment and your UC medical coverage has been continuous during your approved, Qualified Leave.

Taxes on Benefits

The Voluntary Disability Continuation Rider coverage is fully employee paid and as such, is not generally taxable under current provisions of the Internal Revenue Code.

Cost of the Voluntary Disability Continuation Rider Coverage

You pay the full premium for the continuation of Voluntary Disability coverage under the Voluntary Disability Continuation Rider directly to Liberty when application for coverage is made. Premium is based on your age on the January 1 preceding or coinciding with the first day of your Qualified Leave, your Pre-Leave Monthly Covered Salary Rate and the length of your leave. To calculate the premium due, multiply your Pre-Leave Monthly Covered Salary Rate times the Voluntary Disability Continuation Rate for your age times the number of months of leave. The annual rate table may be obtained from your local benefits office. Disregard any partial salary being paid during your leave. Be sure to cancel your payroll deduction Voluntary Disability Coverage when applying for the Voluntary Disability Continuation Rider.

Cost of the Voluntary Disability Continuation Rider Coverage (Continued)

If your Pre-Leave Monthly Covered Salary Rate is higher than $25,000 per month, use $25,000 for the purpose of calculating premium.

Example: Professor, age 52, on a grant for 12 months

$ 10,000		$ 0.0083*		12		$ 996.00
Pre-Leave Monthly Covered Salary Rate	X	Voluntary Disability Continuation Rate	X	Months of Leave	=	Total Premium Due

* Rates vary based on benefits selected and Age under the Cost Example

When calculating the number of months of leave, start counting with the first full month after the leave begins. If the leave begins on the first of the month, begin counting with the month leave begins. The last month to count will be the month in which the leave ends.

Example: A leave begins April 19, 1997 and ends October 11, 1997. The first month counted will be May 1997. The last month counted will be October 1997. Leave = 6 months.

Coverage and premium adjustments are usually made based on changes in salary rate and age in effect on January 1. If you elect the Voluntary Disability Continuation Rider, such adjustments will not be made until you return to Active Employment status.

Waiver of Premium

As with the regular Voluntary Disability plan, when you are receiving benefits under the Voluntary Disability Continuation Rider, no premium is required. Because you must pay the total premium for the Voluntary Disability Continuation Rider upon application for coverage, if you go into benefit status while covered by the Continuation Rider, premium will be refunded from the first of the month coinciding with or next following the date of disability through the earlier of 1) the end of the month in which the end date of the initial claim approval period falls and 2) the end of the month in which the approved, Qualified Leave ends. Refunds will be made in whole month increments only. Approval of an Voluntary Disability claim will initiate the refund process, which will be handled by Liberty.

Dropping Your Voluntary Disability Continuation Rider Coverage

Situations may arise where your Voluntary Disability Continuation Rider coverage needs to be canceled. For example, you may terminate your employment with the University or you may decide that you no longer wish to have the Voluntary Disability Continuation Rider coverage although you are continuing with an approved, Qualified Leave. In these instances, it is your responsibility to notify Liberty and the University in writing to cancel the coverage. Liberty will contact the University as needed, for example, to verify termination, and begin the process of refunding premium you paid for coverage beyond the actual ending date of coverage. Refunds will be calculated from the first of the month coinciding with or next following the date of cancellation of coverage or termination of employment, to the end of the month in which the approved, Qualified Leave ends. Refunds will be in whole month increments only. Please note: NO COVERAGE EXISTS BEYOND TERMINATION OF EMPLOYMENT WITH THE UNIVERSITY.

Dropping Your Voluntary Disability Continuation Rider Coverage (Continued)

If you drop the Voluntary Disability Continuation Rider coverage during an approved, Qualified Leave, when you return to regular pay status at the University you will have a new Period of Initial Eligibility (PIE) under the terms of the UC Group Insurance Regulations during which you may re-enroll in the payroll deduction Voluntary Disability plan. No Statement of Health will be required. The normal eligibility guidelines of the UC Group Insurance Regulations will apply.

General Exclusions

Same as the regular Voluntary Disability plan.

Pre-existing Conditions Exclusion

For purposes of administering the Pre-existing Condition Exclusion in the regular Voluntary Disability plan as well as in the Voluntary Disability Continuation Rider, the period of continued coverage under the Voluntary Disability Continuation Rider will be considered a continuation of the regular period of coverage rather than a new separate time period.

Partial Disability

If you begin receiving benefits under the Voluntary Disability Continuation Rider and decide to request Partial Disability, you must contact Liberty who will coordinate the Partial Disability process.

Successive Period of Total Disabilities

Same as the regular Voluntary Disability plan

Right of Recovery (with respect to Overpayments/Underpayments)

Same as the regular Voluntary Disability plan. Please refer to your Voluntary Disability policy for details.

Filing a Claim

Voluntary Disability Continuation Rider claim forms are available from your Benefits Office. One of these special claim forms has been included in your Voluntary Disability Continuation Rider packet. Claim filing procedures are the same as the regular Voluntary Disability plan guidelines, except for the use of the special claim form.

Plan Administration

Same as the regular Voluntary Disability policy.

Nondiscrimination Statement

In conformance with applicable law and University policy, the University is an affirmative action equal opportunity employer.

Please send inquiries regarding the University's affirmative action and equal opportunity policies for staff to Systemwide AA/EEO Policy Coordinator, University of California, Office of the President, 1111 Franklin Street, 5th Floor, Oakland, CA 94607, and for faculty to the Office of Academic Personnel, University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607

AMENDMENT NO. 1

It is agreed the following changes are hereby made to this Policy: **GD3-860-037972-01/GF3-860-037972-01**

Changes	Additions	Deletions
Revision to the Employee's Eligibility Date of Insurance in Section 3	**Form UCP Page 12 R (1)**	**Form UCP Page 12**

The Effective Date of this change is September 1, 2024.

The changes will only apply to Disabilities or Partial Disabilities which start on or after the effective date of this change.

This Policy's terms and provisions will apply other than as stated in this amendment.

Dated this 9th day of September, 2024.

Issued to and Accepted by:

University of California
Sponsor

By_____
Signature and Title of Officer

The Lincoln National Life Insurance Company