

CERTIFICATE OF COVERAGE

Liberty Life Assurance Company of Boston (hereinafter referred to as "we", "our" and "us") welcomes your employer as a client.

Sponsor: University of California

Plan Number: GD3-860-037972-01

Effective Date: January 1, 2017

When this plan refers to "you" or "your" it means the Employee insured under this plan. This is your Disability Income certificate of coverage as long as you are eligible for insurance and remain insured.

A few words about this certificate of coverage...

It is written in plain English. A few terms and provisions are written as required by insurance law. **PLEASE READ IT CAREFULLY.** If you have any questions about any terms and provisions, please contact the Insurance Administrator at your work location or write to us. We will assist you in any way we can to help you understand your benefits.

Also, if the terms of your certificate of coverage and the policy differ, the policy will govern. Your coverage may be terminated or modified in whole or in part under the terms and provisions of the policy.



Senior Vice President, Liberty Mutual Benefits

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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBLE CLASSES FOR INSURANCE BENEFITS:

Employees, who are members of a defined benefit retirement plan (such as UCRP, PERS, etc.) to which the University contributes, who: Are appointed to work at least 50% time for 12 months or more; or who have worked 1,000 hours or more in a rolling 12 month period (accumulation of 1,000 hours begins on January 1, 2001); and who maintain an average regular paid time equal to 17.5 hours or more per week

Who Is Eligible For Voluntary Short Term Disability Benefits?

All employees eligible for full benefits, mid-level benefits and CORE benefits not electing the Voluntary Short Term Disability plan.

ELIGIBILITY WAITING PERIOD:	Present Employees:	None
	New Employees:	None

EMPLOYEE CONTRIBUTIONS REQUIRED:

Yes

SHORT TERM DISABILITY COVERAGE

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

SECTION 1 - SCHEDULE OF BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE

Voluntary Disability

Your Waiting Period:

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

- a. on 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 you choose to use additional sick leave days or your salary continuance is longer than 30 calendar days, your benefits will commence when your pay ends. If you elect not to use sick leave beyond the required 30 calendar days, and then decide at a later date to use up your remaining sick leave, you must contact a Human Resource Administrator.

Note: If you enroll in the Voluntary Disability Insurance Plan, your Short Term Disability coverage will have the same waiting period as your Voluntary Disability coverage which means that Short Term Disability and Voluntary Disability benefits, if approved, will begin at the same time.

Your Amount Of Insurance Benefits:

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.

Your 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 your Total Disability; or
- b. the end of your 24th week of Total Disability for which a benefit is payable.

SECTION 1 - SCHEDULE OF BENEFITS

(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 (i.e. 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 an early retirement program or any other special program, the University directions announced at the time of the special payment will apply.

SECTION 2 - TERMS YOU SHOULD KNOW

In this section we define some basic terms needed to understand this plan.

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

1. on a full-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 you to travel.

You will be considered actively at work if you are 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 your Insurance due to the "Furlough or Paid Leaves of Absence" provisions and "Lay-off or Leave of Absence" provisions 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 completed by you when applying for coverage; it is attached to and is made a part of the policy.

"Eligible Earnings" or **"Pre-Disability Earnings"** means your monthly pay or salary which you receive through your 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 your regular and normal position, perquisites, overtime pay, stipends for department chairs, shift differentials and extra compensation.

If you are a salaried employee with a fixed appointment, your benefits will be based on your actual salary rate for the full calendar month immediately prior to the month in which Total Disability begins. For example, if you are appointed at 75% time, the applicable salary rate for benefits purposes is the 75% rate. This is the amount you would have earned had you worked the total amount of time for which hired, not your actual earnings.

SECTION 2 - TERMS YOU SHOULD KNOW

(Continued)

"Eligible Earnings" or "Pre-Disability Earnings" (Continued):

For Employees with variable-time appointments and those with hourly or positive time reporting, salary for benefits purposes is an average of the actual Eligible Earnings for the three calendar months or six full pay periods before the period in which the Total or Partial Disability begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:

Employees paid monthly or semi-monthly - The average of the actual Eligible Earnings for the three full calendar months immediately prior to the date disability begins.

Employees paid bi-weekly - The sum of six full 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.

For Benefits after 12 months, Earnings means: a) the sum of the actual Eligible Earnings for three calendar months (for Employees paid monthly or semi-monthly); or b) six full pay periods (for Employees paid bi-weekly) immediately prior to the period in which Total Disability begins, excluding periods of Furlough or Approved Leave of Absence without pay, divided by 480 (the total full-time hours for 12 weeks/6 bi-weekly pay periods) to yield an adjusted hourly rate. The rate is then multiplied by 174 hours which is the average number of hours per month for a full-time employee to produce an adjusted average monthly salary for Disability claims purposes. Overtime, uniform allowances or other extras are not included.

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 Disability benefits for these employees, an earnings adjustment is also made so that Long-Term Total Disability benefits are continuous rather than stopping for scheduled periods off pay status.

The adjustment is made by multiplying the Eligible Earnings you were appointed to receive for the full calendar month immediately prior to the month in which Total Disability begins by the number of months you are normally scheduled to work. The result is divided by 12 to arrive at the salary on which Long Term Disability Benefits will be based.

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

With respect to premium payment, the monthly covered salary rate or base salary rate is the amount paid to you on an annual basis (for academic, non-academic and/or administrative appointments) and is set once per year on your date of hire, the date of re-hire following a 120 day break in service, or the January 1st of the current calendar year, whichever is later. Increases or decreases in your salary after any January 1st are reflected in your base salary rate on January 1st of the following calendar year. The base salary rate does not include: stipends for department chairs, shift differentials, overtime payments, consulting fees or payments in lieu of private practice, general assistance "by-agreement" payments, compensation for extension teaching, compensation received for summer session or other vacation period employment in excess of regular salary, any remuneration received which is in excess of 100% of full-time equivalent of your regular and normal position, and perquisites and any bonuses or other special compensation.

If you have more than one appointment at different rates, your base salary rate is a pro-rated amount based on your appointment percentage and salary for each appointment.

SECTION 2 - TERMS YOU SHOULD KNOW

(Continued)

"Eligibility Date" means the date you become eligible for insurance under this plan. 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 you must serve in an eligible class to reach your Eligibility Date.

"Employee" means you or any other person in Active Employment with the Sponsor.

"Evidence of Insurability" means a statement or proof of your medical history upon which acceptance for insurance will be determined by us.

"Gross Weekly Benefit" or "Gross Monthly Benefit" means your Weekly or Monthly Benefit before any reduction for your Benefits from Other Income and earnings.

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

"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 you and which is not funded wholly by your 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 plan which shows, among other things, the Eligible Classes, the Eligibility Waiting Period, your Elimination Period, your Amount of Insurance, the Minimum Benefit, and your Maximum Benefit Period.

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

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

SECTION 2 - TERMS YOU SHOULD KNOW

(Continued)

"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 you are eligible as a result of employment with the Sponsor.

"Disability" or "Disabled" means you, 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.

"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 you have begun your Waiting Period and returns to work for a consecutive number of days equal to 20% or less of the Waiting Period, you will retain credit for the earlier period if you are Totally Disabled again for the same condition.

"Weekly Benefit" or "Monthly Benefit" means the amount payable by us to you if you are 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 you on a monthly basis.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

Who Is Eligible For Coverage?

You are Eligible for Coverage if you are in Active Employment and in an Eligible Class for Insurance Benefits shown in the Schedule of Benefits.

Your Eligibility Date For Insurance Benefits

If you are in an eligible class you will qualify for insurance on this plan's Effective Date.

Your Effective Date Of Insurance

1. Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your written Application for insurance is:
 - a. made with us through your Sponsor; and
 - b. on a form satisfactory to us.
2. You will be insured for non-contributory insurance on your Eligibility Date.
3. You will be insured for contributory insurance on the latest of these dates:
 - a. your Eligibility Date, if you make written Application for insurance on or before the 31st day after your Eligibility Date; or
 - b. the date we give our approval, if you:
 - i. make written Application for insurance more than 31 days after your Eligibility Date; or
 - ii. terminated your insurance while continuing to be eligible.

In the case of i and ii. above, you must submit an Application and Evidence of Insurability to us for approval. This will be at your expense.
4. Delayed Effective Date for Insurance - The Effective Date of any initial, increased or additional insurance for you will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will start on the day following the date you complete one full day of Active Employment based on your normally scheduled work day.

What Happens If You Are Rehired?

If you are a former Employee and are re-hired by the Sponsor within 120 days of your termination date, you will not be required to re-satisfy the Pre-Existing Condition Exclusion. If you are re-hired by the Sponsor more than 120 days after your termination date, you will be considered a new Employee and will be required to re-satisfy the Pre-Existing Condition Exclusion.

SECTION 3 - ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens If There Is A Transfer Of Insurance Carriers?

In order to prevent loss of coverage for you because of a transfer of insurance carriers, this plan will provide coverage for you as follows:

What Happens If You Are Not In Active Employment Due To Injury Or Sickness?

This plan will cover you, subject to premium payments, if you were:

1. insured by the prior carrier at the time of transfer; and
2. not in Active Employment due to Injury or Sickness on the Effective Date of the plan.

The benefit payable will be in accordance with the provisions of this plan, 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.

SECTION 4 - DISABILITY INCOME BENEFITS

SHORT TERM DISABILITY COVERAGE

Disability Benefit

When Is Your Disability Benefit Payable?

When we receive proof that you are Disabled due to Injury or Sickness and require the regular attendance of a Physician, we will pay you a Monthly Benefit after the end of your Elimination Period. The benefit will be paid for the period of your Disability if you give to us proof of continued:

1. Disability; and
2. regular attendance of a Physician.

The proof must be given upon our request and at your expense.

For the purpose of determining Disability, the Injury must occur and your Disability must begin while you are insured for this coverage; and Total Disability which is the result of your 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 Disability.

Your Monthly Benefit will not:

1. exceed your amount of Insurance; nor
2. be paid for longer than your Maximum Benefit Period.

Your amount of Insurance and your Maximum Benefit Period are shown in the Schedule of Benefits.

How Is Your Amount Of Disability Monthly Benefit Figured?

To figure your amount of Monthly Benefit:

1. Multiply your Basic Monthly Earnings by the Benefit Percentage shown in the Schedule of Benefits.
2. Take the least of:
 - a. the amount figured in step (1) above; or
 - b. the Maximum Monthly Benefit (prorated to figure a weekly amount) shown in the Schedule of Benefits.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Partial Disability Benefit

When Is Your Partial Disability Benefit Payable?

When Liberty receives Proof that you are Partially Disabled and have experienced a loss of earnings due to Injury or Sickness, you will receive a loss of earnings Weekly Benefit, subject to any other provisions of this plan. The Proof must be given at your expense.

To be eligible to receive Partial Disability benefits, you must be earning 80% or less of your Pre-Disability Earnings.

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

"Partial Disability" or "Partially Disabled" means as a result of the Injury or Sickness, you are:

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

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

Your Amount of Partial Disability Benefit:

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

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Benefits From Other Income

What Are Your Benefits From Other Income?

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

1. any Disability benefits and/or Retirement benefits for which you are eligible under Social Security;
2. any other governmental program or coverage required or provided by statute;
3. any benefit payable under Workers' Compensation law or any other act or law of like intent; or
4. the amount of earnings you earn or receive from any form of Partial Disability or any other salary, wages or payments except for Health Sciences Supplemental Income by the University to you; or
5. Disability or retirement benefits under any Defined Benefit Retirement Plan for which a University Employee receives credit for University Service.

NOTE: Your benefits will not be offset for University Sponsored group Disability 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.

Your benefits will not be offset 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.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Benefits From Other Income (Continued)

What Happens If You Receive Any Cost Of Living Increases?

After the first deduction for each of the Benefits from Other Income, your 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.

What Happens If You Receive A Lump Sum Payment?

If you receive Benefits from Other Income which are paid in a lump sum, they 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".

What Happens When Your Benefit Period Is Less Than A Week?

For any period 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 Disability.

When Will Your Short Term Disability Benefit Be Discontinued?

Your Monthly Benefit will cease on the earliest of:

1. the date you are no longer Totally Disabled; or
2. the date you die; or
3. the end of your Maximum Benefit Period; or
4. the date you begin work for another employer for wage or profit unless you are on approved Partial Disability; or
5. the date your current earnings from Partial Disability exceed 80% of your Pre-Disability Earnings; or
6. the date your current earnings from Partial Disability plus benefits from other income exceed 100% of your Pre-Disability Earnings.

SECTION 4 - DISABILITY INCOME BENEFITS

(Continued)

SHORT TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

What Happens if You Return to Work and Become Disabled Again?

If you return to work and become Totally Disabled again, you 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.

During the first 6 months of benefits:

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, you (1) return to work for the University on an Active Employment basis, based on your normally scheduled workday; and (2) in less than four consecutive weeks (20 consecutive workdays) after you return to work for the University and while covered under this plan, you 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 you return 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. You must complete another Waiting Period. For example, if you normally work 8 hours a day, Monday through Friday each week, then you must be in Active Employment twenty consecutive 8-hour days to satisfy this requirement.

You may take up to one-half day off per week, based on your normal work schedule, for routine follow-up appointments with the attending physician without being required to restart the four-week period. However, if you take additional vacation, compensated time and/or sick leave before the completion of the four-week period, you 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 your 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 you had returned to full-time Active Employment based on your normally scheduled workday, it will be considered a new Disability and a new Waiting Period will apply.

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

SECTION 5 - EXCLUSIONS

GENERAL EXCLUSIONS

What Disabilities Are Not Covered?

This plan 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; or
4. your 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.

SHORT TERM DISABILITY COVERAGE

Total Disability Benefit Exclusions

What Other Disabilities Are Not Covered?

A Weekly Benefit will not be payable if you become 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.

SECTION 6 - TERMINATION PROVISIONS

When Will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the last day for which your required contribution has been made;
5. the date your employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for you if you were absent due to Disability during:
 - a. your Elimination Period; and
 - b. the period during which premium is being waived.

We reserve the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

What Happens During Furlough and Paid Leaves of Absence?

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

NOTE: The Termination of your Insurance and Furlough or Paid Leaves of Absence provisions and Lay-off or Leave of Absence provisions (shown above) will be administered in accordance with the University's Group Insurance Regulations.

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 suffers loss of time on account of Disability for which indemnity may be payable for at least two years, the insured 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'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.

CALIFORNIA CONTACT NOTICE

The Department of Insurance should be contacted only after the contacts between the complainant and the insurer or its agent or other representative have failed to produce a satisfactory solution to the problem.

Questions regarding this document may be directed to:

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

Toll Free Hotline: 1-800-927-4357

Local Telephone Number: 213-897-8921
Fax: (213) 736-2562
Office Hours: 8:00 a.m. - 5:00 p.m.

This notice is for contact information only and is not to be considered a condition for the policy.

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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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. (This definition replaces the MONTHLY COVERED SALARY RATE definition in the regular Voluntary Disability Booklet.)

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 booklet 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 Disability plan. See your Voluntary Disability plan booklet for benefit amounts. Benefits will begin no sooner than your elected plan Waiting Period (the same Waiting Period as your payroll deduction Voluntary Disability plan) 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 plan booklet.)

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 Voluntary Disability booklet. 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 70% 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 Voluntary Disability plan booklet.

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

Maximum Benefit Period

Same as the regular Voluntary Disability plan. See your Voluntary Disability booklet 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 Voluntary Disability booklet. 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 \$14,286 per month, use \$14,286 for the purpose of calculating premium.

Example: Professor, age 52, on a grant for 12 months (180 day WP)

$$\frac{\$ 10,000}{\text{Pre-Leave Monthly Covered Salary Rate}} \times \frac{\$ 0.0083^*}{\text{Voluntary Disability Continuation Rate}} \times \frac{12}{\text{Months of Leave}} = \frac{\$ 996.00}{\text{Total Premium Due}}$$

* Rates vary based on Waiting Period 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 regarding membership in a defined benefit retirement plan, a minimum 50% time appointment and average regular paid time of at least 17.5 hours per week 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 booklet 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 booklet.

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 Director Mattie Williams and for faculty to Executive Director Sheila O'Rourke, both at this address: University of California Office of the President, 1111 Franklin Street, Oakland, CA 94607

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