# **NOTICE OF CHANGE**

In The Certificate Booklet Issued to Employees of:

**Leland Stanford Junior University** 

This Notice is a summary of changes that have been made to your Booklet. These changes are effective on January 1, 2015. Keep this Notice with your Booklet.

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

Stephen J. M. Anna

# **AMENDMENT**

to be attached to and made a part of the Certificate for Group Plan No. GD3-860-065404-01 issued by

# LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

(Liberty)

to

# **Leland Stanford Junior University**

(Sponsor)

Effective date of this Amendment: January 1, 2015

The attached pages reflect the following revisions: Increasing STD Weekly Benefit to \$1,104 to keep plan aligned with CA VDI

Leland Stanford Junior University January 1, 2015

# **DISCLAIMER**

Sponsor: Leland Stanford Junior University

Policy Number(s): GD3-860-065404-01

Date Provided: April 6, 2015

The following certificate(s) are a true copy of the certificate(s) issued under the policy(ies).

LIBERTY LIFE ASSURANCE COMPANY OF BOSTON

**Leland Stanford Junior University** 



Liberty Life Assurance Company of Boston

# CERTIFICATE OF COVERAGE

Liberty Life Assurance Company of Boston welcomes your employer as a client.

**Sponsor:** Leland Stanford Junior University

Plan Number: GD3-860-065404-01

Effective Date: January 1, 2015

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 Liberty at 175 Berkeley Street, Boston, Massachusetts, 02117. You may call Liberty's toll-free telephone number at 1-800-344-0197. Liberty will assist you in any way we can to help you understand your benefits.

If discussions with Liberty, its agent or other representative, have failed to produce a satisfactory resolution to any problem, you may contact the California Insurance Department for assistance. Department of Consumer Services Division- 300 S. Spring Street, Los Angeles, CA 90013. Phone- 1-800-927-HELP.

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.

**Executive Vice President** 

ADOC 1.11

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### **SECTION 1 - SCHEDULE OF BENEFITS**

# ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

### What is the Minimum Hourly Requirement?

None

#### Who is Eligible for Short Term Disability Benefits?

Class 1: All non-California Employees of Stanford University or SLAC National Accelerator

Laboratory scheduled to work in a fixed-term or continuing position at least 50% full-time equivalent for at least six months or four months for union Employees. All defined Employees are in Active Employment in the United States with the Sponsor or

are identified on the Foreign Risk List provided by the Sponsor.

**Note:** This policy does not cover the following Employees. Temporary and seasonal Employees; Employees who are not legal residents working in the United States.

### What is the Eligibility Waiting Period?

- 1. If you are employed by the Sponsor on the policy effective date None
- If you begin employment for the Sponsor after the policy effective date -None

Are Employee Contributions Required?

No

# **SECTION 1 - SCHEDULE OF BENEFITS**

(Continued)

#### SHORT TERM DISABILITY COVERAGE

#### What is the Elimination Period?

The period for which a benefit is payable will commence following the Elimination Period shown below:

- 7 calendar days for Injury
- 7 calendar days for Sickness

Note: Benefits begin on the earliest of the eighth consecutive day of Disability, or the 1st day of Hospitalization, or treatment in a hospital surgical unit or a surgical clinic. Hospitalization is defined as one overnight stay in a hospital.

#### What is the Amount of Insurance Benefits?

60.00% of Basic Weekly Earnings not to exceed a Maximum Weekly Benefit of \$1,104.00 less Other Income Benefits and Other Income Earnings as outlined in Section 4. The Minimum Weekly Benefit is \$50.00.

#### **Maximum Benefit Period:**

#### Applicable to Injury:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 13th week of Disability for which a benefit is payable.

#### Applicable to Sickness:

The period for which a benefit is payable, following completion of the Elimination Period, for any one Disability will end on the earliest of:

- a. the end of the Disability; or
- b. the end of the 13th week of Disability for which a benefit is payable.

In this section Liberty defines 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 were actually at work on the day immediately preceding:

- 1. a weekend (except where one or both of these days are scheduled work days);
- 2. holidays (except when the holiday is a scheduled work day);
- 3. paid vacations;
- 4. any non-scheduled work day;
- 5. an excused leave of absence (except medical leave for your own disabling condition and lay-off); and
- 6. an emergency leave of absence (except emergency medical leave for your own disabling condition).

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

(Continued)

"Basic Weekly Earnings" Applicable to faculty means the appointment compensation payable to an Employee for services rendered to the Sponsor for the weekly period in effect on the day immediately preceding date of Disability, including paid holidays and other forms of paid time off. However, such earnings will not include overtime pay, shift pay, bonuses, one time payments or cash awards, Sponsor Payments for Employee benefits and other forms of extra compensation.

"Basic Weekly Earnings" - Applicable to Casual and Hourly Employees means the basic compensation payable to an Employee for services rendered to the Sponsor for the weekly period in effect on the day immediately preceding date of Disability or the average weekly basic pay received during the completed calendar quarter immediately prior to the commencement of Disability. This compensation includes paid vacation leave, paid holidays, paid sick leave and other forms of paid time off. However, such earnings will not include overtime pay, shift pay, bonuses, one time payments or cash awards, Sponsor payments for Employee benefits and other forms of extra compensation.

"Basic Weekly Earnings" - Applicable to Staff Employees means the basic compensation payable to an Employee for services rendered to the Sponsor for the weekly period in effect on the day immediately preceding date of Disability, including paid vacation leave, paid holidays, paid sick leave and other forms of paid time off. However, such earnings will not include overtime pay, shift pay, bonuses, one time payments or cash awards, Sponsor payments for Employee benefits and other forms of extra compensation.

"Disability" or "Disabled" means you, as a result of Injury or Sickness, are unable to perform with reasonable continuity the Material and Substantial Acts necessary to pursue your Own Job in the usual and customary way.

(Continued)

"Eligibility Date" means the date you become eligible for insurance under this plan. The Eligibility Requirements are shown in the Schedule of Benefits.

"Eligibility Waiting Period" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

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

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

(Continued)

**"Enrollment Form"** is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to Liberty.

"Family and Medical Leave" means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent or for your own serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 (FMLA) and any amendments, or by applicable state law.

"Gross Weekly Benefit" means your Weekly Benefit before any reduction for Other Income Benefits and Other Income Earnings.

"Hospital" or "Institution" means a facility licensed to provide Treatment for the condition causing your Disability.

(Continued)

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this plan:

- 1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and Liberty.
- 2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

- 1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
- 2. any Injury which occurs before you are covered under this plan, but which accounts for a medical condition that arises while you are covered under this plan will be treated as a Sickness.

"Substantial and Material Acts" means acts that are normally required for the performance of your Own Job and cannot be reasonably omitted or modified.

(Continued)

"Own Job" means your job that you were performing when your Disability or Partial Disability began.

(Continued)

"Partial Disability" or "Partially Disabled" means you are not Totally Disabled and that while actually working in your Own Job, as a result of Injury or Sickness you are unable to earn 80% or more of your Basic Weekly Earnings.

# "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 Treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

(Continued)

"**Proof**" means written proof covering the occurrence, the character and the extent of the loss for which the claim is made.

Definitions DEF-9.2

(Continued)

"Schedule of Benefits" means the section of this policy which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination 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 this policy is issued.

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether you choose to take them or not, and taking drugs and/or medicines.

**"Weekly Benefit"** means the weekly amount payable by Liberty to you if you are Disabled or Partially Disabled.

# Who is Eligible for Coverage?

The eligibility requirements for insurance benefits are shown in the Schedule of Benefits.

# What is Your Eligibility Date for Insurance Benefits?

If you are in an eligible class you will qualify for insurance on the later of:

- 1. this plan's effective date; or
- 2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

(Continued)

#### What is Your Effective Date of Insurance?

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 application or enrollment for insurance is made with Liberty through the Sponsor in a form or format satisfactory to Liberty.

You will be insured on your Eligibility Date.

# When will Your Effective Date of Insurance be Delayed?

Your effective date of any initial, increased or additional insurance will be delayed if you are not in Active Employment because of Injury or Sickness. The initial, increased or additional insurance will begin on the date you return to Active Employment.

(Continued)

# What Happens to Your Coverage During a Family and Medical Leave?

Your coverage may be continued under this plan for an approved family or medical leave of absence for up to 12 weeks following the date coverage would have terminated, subject to the following:

- 1. the authorized leave is in writing;
- 2. the required premium is paid;
- 3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the date before the leave begins; and
- 4. continuation of coverage will cease immediately if any one of the following events should occur:
  - a. you return to work;
  - b. this plan terminates;

  - c. you are no longer in an eligible class;d. nonpayment of premium when due by the Sponsor or you;
  - e. your employment terminates.

(Continued)

### Leave of Absence

The Sponsor may continue your coverage(s) by paying the required premiums, if you are given a leave of absence..

Your coverage will not continue beyond the 14th day in which the leave of absence begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

### Lay-off

The Sponsor may continue your coverage(s) by paying the required premiums, if you are temporarily laid off..

Your coverage will not continue beyond the 14th day in which the lay-off begins. In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

(Continued)

# What Happens if There is a Transfer of Insurance Carriers?

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

# If You are not in Active Employment Due to Injury or Sickness

Subject to premium payments, this plan will cover you if:

- 1. at the time of transfer you were covered under the prior carrier's plan; and
- 2. you are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

- 1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
- 2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

#### SHORT TERM DISABILITY COVERAGE

# **Disability Benefit**

### When is Your Disability Benefit Payable?

When Liberty receives Proof that you are Disabled due to Injury or Sickness, Liberty will pay you a Weekly Benefit after the end of the Elimination Period, subject to any other provisions of this plan. The Proof must be given at your expense.

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

The Weekly Benefit will not:

- 1. exceed your 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.

# How is the Amount of Your Disability Weekly Benefit Figured?

To figure the amount of your Weekly Benefit:

- 1. Take the lesser of:
  - a. your Basic Weekly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
  - b. the Maximum Weekly Benefit shown in the Schedule of Benefits; and then
- 2. Deduct Other Income Benefits and Other Income Earnings, (shown in the Other Income Benefits and Other Income Earnings provision of this policy), from this amount.

(Continued)

# SHORT TERM DISABILITY COVERAGE (Continued)

Other Income Benefits and Other Income Earnings

What are Your Other Income Benefits and Other Income Earnings?

#### Other Income Benefits means:

- 1. The amount that you receive which is paid to you in compensation for the same Disability and loss of income covered by this certificate under:
  - a. any governmental program or coverage required or provided by statute (including any amount attributable to your family).
- 2. any amount of Disability Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
  - a. the Covered Person receives which is paid to the Covered Person in compensation for the same Disability and loss of income covered by this policy;
- any amount you receive from or on behalf of a third party for loss of time benefits as a result of injury caused or contributed to by the third party, not including attorney's fees paid by the claimant.

#### Other Income Earnings means:

1. the amount of earnings you earn or receive from any form of employment for which you become employed after your Disability or Partial Disability began.

(Continued)

# SHORT TERM DISABILITY COVERAGE (Continued)

# What Happens if You Receive a Lump Sum Payment?

Other Income Benefits from a compromise, settlement, award or judgment which are paid to you in a lump sum and meant to compensate you for loss of past or future wages will be prorated on a weekly basis as follows:

- 1. over the period of time such benefits would have been paid if not in a lump sum; or
- 2. if such period of time cannot be determined, over a period of 260 weeks.

### What Happens if You Receive any Cost of Living Increases?

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

### What Happens when Your Benefit Period is Less than a Week?

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 1/5th for each day for such period of Disability.

(Continued)

# SHORT TERM DISABILITY COVERAGE (Continued)

# When will Your Disability Benefit be Discontinued?

The Weekly Benefit will cease on the earliest of:

- 1. the date you unreasonably refuse to be examined at reasonable intervals;
- 2. the date your current Partial Disability earnings exceed 80.00% of your Basic Weekly Earnings;
  - Because your current earnings may fluctuate, Liberty will average earnings over three consecutive weeks rather than immediately terminating your benefit once 80.00% of Basic Weekly Earnings has been exceeded.
- 3. the date you are no longer Disabled according to this plan;
- 4. the end of the Maximum Benefit Period; or
- 5. the date you die.

(Continued)

# SHORT TERM DISABILITY COVERAGE (Continued)

### Successive Periods of Disability

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

With respect to this plan, "Successive Periods of Disability" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Weekly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability benefits under this plan, you:

- return to your Own Job on an Active Employment basis for less than fourteen continuous days;
- 2. perform all the Material and Substantial Acts of your Own Job.

To qualify for the Successive Periods of Disability benefit, you must experience more than a 20% loss of Basic Weekly Earnings.

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

If you return to your Own Job on an Active Employment basis for fourteen continuous days or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group short term disability coverage, this Successive Periods 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 Disability due to:

- 1. war, declared or undeclared, or any act of war;
- 2. intentionally self-inflicted injuries, while sane or insane;
- 3. active Participation in a Riot;
- 4. the committing of or attempting to commit a felony;
- 5. cosmetic surgery unless such surgery is in connection with an Injury or Sickness sustained while you are covered under this plan.

No benefit will be paid during any period of incarceration after the conviction of a crime.

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 your defense, 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 fire fighters.

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.

# **SECTION 5 - EXCLUSIONS**

### SHORT TERM DISABILITY COVERAGE

# **Disability Benefit Exclusions**

# What Other Disabilities are Not Covered?

A Weekly Benefit will not be payable if you become Disabled due to Sickness or Injury when a benefit is paid under a Workers' Compensation Law, or any other act or law of like intent.

These exceptions will not apply to partners or proprietors who elect not to be covered under such laws.

# **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 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 Disability during the Elimination Period.
- 5. the date you cease active work due to a labor dispute, including any strike, work slowdown, or lockout.

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

### **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.

ADOC **GNP-1.6** 

# **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 Short Term Disability 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 Short Term Disability 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 Short Term Disability benefits will be paid Weekly 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.

ADOC **GNP-2.8** 

# **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.

Name of Plan: Leland Stanford Junior University Group Short Term Disability Plan

Plan benefits are provided under the terms of the Group Disability Income Policy No. GD3-860-065404-01 hereinafter referred to as "the policy", issued by Liberty Life Assurance Company of Boston, hereinafter referred to as "Liberty," to the Employer hereinafter referred to as "Sponsor".

Participants Included: See Schedule of Benefits

Name and Address of Sponsor:

Leland Stanford Junior University 3160 Porter Drive, Suite 250 Palo Alto, CA 94304-8443

Who Pays For the Plan: Premiums are paid by the Sponsor.

The cost of the Plan is funded 100% by Employer contributions.

Plan Identification Number:

a. Sponsor IRS Identification No.: 00-0000000

b. Plan No.: 501

Type of Plan: Group Disability Income

Plan Year: January 1 - December 31

Plan Administrator, Name, Address and Telephone No:

Leland Stanford Junior University 3160 Porter Drive, Suite 250 Palo Alto, CA 94304-8443

Agent for Service of Legal Process on the Plan:

Leland Stanford Junior University 3160 Porter Drive, Suite 250 Palo Alto, CA 94304-8443

Type of Administration: Insurer Administration

Funding Arrangement of the Plan: Benefits of the Plan are insured.

(Continued)

# Amendment of the Sponsor's Plan:

The Plan Sponsor reserves the right to modify, amend or terminate in whole or in part, any or all provisions of the Plan. Amendments to the Plan are to be made by a written resolution adopted in accordance with the established procedures of the Board of Directors. Amendments may be adopted with retroactive effect to the extent permitted by ERISA and the Code.

#### Amendment of Liberty's Policy:

The policy may be changed in whole or in part by mutual agreement of the Sponsor and Liberty. Only an Officer of Liberty can approve a change. The approval must be in writing and endorsed on or attached to the policy. No consent of any participant or any other person referred to in the policy(ies) shall be required to modify, amend, or change the policy(ies).

NOTE: If you cease active employment, see your benefits administrator to determine what arrangements, if any, may be made to continue your coverage beyond the date you cease active employment.

### When May The Policy Terminate?

- 1. If the Sponsor fails to pay any premium within the grace period, the policy will automatically terminate at 12:00 midnight of the last day of the grace period. The "grace period" is the 60 days following a premium due date during which premium payment may be paid.
- 2. The Sponsor may terminate the policy by advance written notice delivered to Liberty at least 31 days prior to the termination date. But the policy will not terminate during any period for which premium has been paid.
- 3. Liberty may terminate the policy on any premium due date by giving written notice to the Sponsor at least 31 days in advance if:
  - a. The number of employees insured is less than 10;
  - b. less than 100% of the Employees eligible for any non-contributory insurance are insured for it; or
  - c. 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. Termination may take effect on any earlier date when both the Sponsor and Liberty agree.

No consent of any participant or any other person referred to in the policy(ies) shall be required to terminate the policy(ies).

(Continued)

# What Are Your Rights In The Event Of Policy Termination?

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

### What Are Your Rights Under ERISA?

- 1. As a participant in this Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:
  - a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
  - b. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
  - c. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- 2. In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan.
- 3. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.
- 4. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.
- 5. If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
- 6. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

(Continued)

# What Are Your Rights Under ERISA? (Continued)

- 7. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.
- 8. If you have any questions about your Plan, you should contact the Plan Administrator.
- 9. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### What is the Time Frame For Claim Decisions?

If your claim is denied, Liberty will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if Liberty: (1) determines the extension is necessary because of matters beyond the Plan's control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, Liberty determines, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided Liberty notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date Liberty sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

(Continued)

#### What If Your Claim Is Denied?

Liberty's notice of denial shall include:

- 1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
- 2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
- 3. A description of the Plan's appeal procedures and time frames, including a statement of the claimant's right to bring a civil action under ERISA following an adverse decision on appeal;
- 4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
- 5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

### What Do You Do To Appeal A Claim Denial?

You, or your authorized representative, may appeal a denied claim within 180 days after you receive Liberty's notice of denial. You have the right to:

- 1. Submit to Liberty, for review, written comments, documents, records, and other information relating to the claim;
- 2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
- 3. A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;
- 4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
- 5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual; and
- 6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

(Continued)

# What Do You Do To Appeal A Claim Denial? (Continued)

Liberty will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless Liberty determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which Liberty expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

Liberty's notice of denial shall include:

- 1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- 2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
- 3. A statement describing any voluntary appeal procedures offered by Liberty and your right to obtain the information about such procedures, and a statement of your right to bring an action under ERISA;
- 4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
- 5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.