INSURANCE AND BENEFITS TRUST OF PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA

2960 Advantage Way
Sacramento, California 95834-3725
1-800-655-6397

SHORT TERM DISABILITY INCOME BENEFIT PLAN FOR NON-SAFETY EMPLOYEES

This Plan Document, which is also the Summary Plan Description (hereafter referred to as "SPD") provides information about the fully self-funded short-term disability plan and fully self-funded Death Benefit provided by the Insurance and Benefits Trust of PORAC (the "Insurance and Benefits Trust", "I&BT" or "Trust") to Non-Safety Employees and Specialized Non-Safety Employees under the Insurance and Benefits Trust of PORAC Benefit Plan for Non- Safety Employees, Plan 501 (the "Plan"). A separate Certificate of Coverage will be provided for the fully insured Accidental Death and Dismemberment (AD&D) plan. The Plan was established by the Board of Trustees of the Trust (the "Trustees") for the exclusive benefit of eligible members who are Non-Safety Employees or Specialized Non-Safety Employees and their beneficiaries to provide them with welfare plan benefits. The Plan is hereby restated in its entirety effective as of May 1, 2025 and governs the provision of benefits relating to claims that are incurred on or after that date. This document sets forth all of the terms and conditions that apply to the Plan's self-funded benefits, i.e., the short-term disability benefit and the death benefit because of natural causes.

The fully-insured accidental death and dismemberment benefit are provided by Metropolitan Life Insurance (MetLife). The accidental death and dismemberment benefit are specifically described in a separate Certificates of Coverage that are provided as separate document after enrollment and are hereby incorporated herein by reference. However, to qualify for any benefit, a member must satisfy the eligibility requirements described in this Document and the applicable Certificate of Coverage.

This SPD together with the Certificate of Coverage you receive, and any summaries of material modifications you may later receive and any insurance contracts or policies through which insured benefits are provided, constitutes the Plan's official plan document and Summary Plan Description and are intended to meet the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

Efforts have been made to provide current information in this SPD, and the Trustees try to keep this information current and accurate. However, to obtain the most-up-to-date information about a particular benefit, please contact the Insurance and Benefits Trust for current Summary Program Booklets or Certificates of Coverage, or with any specific questions. You will be notified if any material changes are made to the Plan. This SPD does not serve as a guarantee of continued benefits.

References to "we," "our" and "us" mean the Trust.

If you have any questions about this SPD or about any Plan benefits, contact the Insurance and Benefits Trust office (the "Trust Office") at:

Insurance and Benefits Trust of PORAC

2960 Advantage Way

Sacramento, CA 95834-3723

Telephone Number: 1-800-655-6397

Respectfully,

The Board of Trustees of the Insurance and Benefits Trust of PORAC.

TRUST

By

_____

Signature(s) and Title(s) of Authorized Representative(s)

"ALL OR A PORTION OF THE BENEFITS PROVIDED BY THIS CONTRACT ARE NOT SUBJECT TO THE REGULATION BY THE CALIFORNIA DEPARTMENT OF INSURANCE, AND THE CONTRACT IS NOT GUARANTEED BY THE CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION."

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COVERAGE FEATURES

This section contains many of the features of Short Term Disability (STD) coverage for Non-Safety Employees and Specialized Non-Safety Employees. Other provisions, including exclusions, limitations, and Deductible Income, appear in other sections. Please refer to the text of each section for full details. The Table of Contents and the Index of Defined Terms help locate sections and definitions.

GENERAL PLAN INFORMATION

Plan Administrator and Sponsor:	Board of Trustees of the Insurance and Benefits Trust of Peace Officers Research Association of California ("Board of Trustees") 2960 Advantage Way, Sacramento, CA 95834-3725 1-800-655-6397
ASO Number:	610008-C
Participating Unit:	An independent peace officers' association which is approved for participation under the Plan by the Board of Trustees and of which: 1. At least 50% of the employees are members in good standing of Peace Officers Research Association of California (PORAC); and 2. At least 50% of the members are covered under this Non-Safety STD Plan (not including members whose Medical History was disapproved).
Employer:	The peace officer agency for which you currently work.
Plan Restatement Effective Date:	May 1, 2025

SCHEDULE OF COVERAGE

Eligibility:

You are eligible to participate in the Short Term Disability Benefit component of the Plan for Non-Safety Employees (referred to here as ("Non-Safety STD Plan") if you are a Member and satisfy the Eligibility Waiting Period.

Eligibility Waiting Period:

> You are eligible on the later of (a) the date your Participating Unit begins participating under the Plan, or (b) the date you become a Member.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage and meet the requirements in the **Active Work Provisions** and **When Your Coverage Becomes Effective.**

Member means a citizen or resident of the United States or Canada who is one of the following:

1. An active Non-Safety Member or Specialized Non-Safety Member in a Participating Unit who is a member in good standing of PORAC and is Actively At Work at least 30 hours each week for the Employer;
2. An active Non-Safety Member or Specialized Non-Safety Member for whom a collective bargaining agreement between the Employer and a Participating Unit makes coverage under the Plan available to the employee and who is Actively At Work at least 30 hours each week for the Employer; or
3. An active job-share Non-Safety Member or active job-share Specialized Non-Safety Member who is in a Participating Unit, is a member in good standing of PORAC, and is Actively At Work at least 20 hours each week for the Employer.

For purposes of the Member definition, Actively At Work will include regularly scheduled days off, holidays, or vacation days, so long as the person is capable of Active Work on those days.

The following employees and individuals do not qualify as Members and ARE NOT eligible to participate in the Plan: an employee covered under another group short term disability coverage program provided through the Trust, a temporary or seasonal employee, a part-time employee (other than a job-share employee described above), a Safety Employee, a full-time member of the armed forces of any country, a leased employee, or an independent contractor.

Own Occupation Period:	The first 24 months for which Non-Safety STD Plan Benefits are payable.
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period.

STD Benefit:	Up to 35% of the first $14,286 of your Predisability Earnings, reduced by Deducible Income, during the first 60 days of a Disability. Up to 70% of the first $14,286 of your Predisability Earnings, reduced by Deducible Income, after the first 60 days of a Disability.
Maximum:	$10,000
Minimum:	While you are receiving Personal Leave pay during the first 60 days of continuous Disability and after 60 days while receiving sick / annual leave pay for a non-occupational Disability: $200
Catastrophic Disability Benefit:	During the 12 month period while STD Benefits are payable, the Catastrophic Disability Benefit pays an additional 30% of the first $14,286 of your monthly Predisability Earnings, but not to exceed $4,286. The Catastrophic Disability Benefit is not reduced by Deductible Income. However, the Catastrophic Disability Benefit is reduced by the amount, if any, determined from a., b. and c., as follows:

a. Determine the amount of your STD Benefit after reduction by Deductible Income, and add your Catastrophic Disability Benefit after reduction by any Deductible Income to that amount.

b. Determine 100% of your Predisability Earnings.

c. If a. is greater than b., the amount of the Catastrophic Disability Benefit payable to you will be reduced by the difference between a. and b.

Benefit Eligibility Waiting Period:

0 days, for a Disability arising out of or in the course of any employment for wage or profit.

0 days, if you have been unable to work for 15 days due to a non-industrial Disability, provided that you have not had a Temporary Recovery of greater than 5 days during this time.

Note: During the first 60 days of continuous Disability, you are required to use any available Personal Leave Pay that you are eligible to receive from your Employer. Personal Leave Pay includes annual leave pay, sick pay, vacation pay, compensatory time pay and donated amounts. Some associations have agreed to pay extra so that you only are required to use your Personal Leave for the first 30 days of continuous Disability. Please see your Participating Unit for more details.

Self-Funded Period: During 36 months of an approved Disability.

Maximum Benefit Period: Determined by your age when Disability begins, as follows:

For all Non-Safety and Specialized Non-Safety Employees:

Age	Maximum Benefit Period
63 or younger	3 years
64	2 years 6 months
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69 or older	1 year

MEMBER CONTRIBUTIONS

Coverage is: Contributory or Noncontributory, as determined by your Participating Unit

The Participating Unit determines the amount of each Member's contribution, if any, toward the cost of coverage under the Plan.

Contribution Due Date: The first day of each calendar month.

PLAN DATA

Plan Name:	Insurance and Benefits Trust of Peace Officers Research Association of California Benefit Plan for Non-Safety Employees
Plan Type:	This Plan provides various welfare plan benefits.
Plan Administrator and Sponsor:	Board of Trustees of the Insurance and Benefits Trust of Peace Officers Research Association of California 2960 Advantage Way, Sacramento, CA 95834-3725 1-800-655-6397
Name(s) and Address(es) of The Trustees:	See Appendix "A"
Trust's Employee Identification Number (EIN):	68-6068469
Plan Number:	501
Plan Year:	January 1 – December 31
Plan Restatement Effective Date:	May 1, 2025
Source(s) of Contribution:	The contributions necessary to finance the Plan's benefits consist of member and/or Employer contributions and interest accrued on investments of those contributed funds. Employer contributions are made by Employers who have agreed by way of negotiated agreement (MOU) with Members' unions to pay dues on the Members' behalf and where the Employer understands and agrees that it has no right or control over the benefits or administration of the Plan. Contributions are calculated as necessary to cover the expected benefit payments and to defray the administrative expenses of the Plan. The rate of contributions is subject to change at any time at the sole discretion of the Board of Trustees. Any refunds, rebates, dividends, experience adjustment, or other similar payment under any group insurance contract with the Insurance and Benefits Trust or the Board of Trustees relating to benefits provided by the Plan are plan assets and, pursuant to the Board of Trustees' sole discretion, will be used to pay for any combination of additional benefits, Plan expenses. No participant has a vested right to receive any portion of these funds.

Agent for Service of Legal Process;	Service of legal process on the Plan may be made upon the Insurance and Benefits Trust's Administrator at the Trust Office at: 2960 Advantage Way, Sacramento, CA 95834-3725
Funding Medium:	All contributions are deposited and held in the Insurance and Benefits Trust of PORAC. The Board of Trustees pays benefits and administrative expenses of the Plan directly from the Insurance and Benefits Trust. The Plan's benefits are provided either directly through the Trust's payment of claims or through a group insurance contract purchased from an insurance carrier. For any insured benefits, premium payments are paid from the Insurance and Benefit Trust. Claims for benefits under those insured benefits are sent directly to the insurance carrier for administration, determination and payment. That insurer (not the Insurance and Benefits Trust) is financially responsible for payment of claims of insured benefits.

STATEMENT OF COVERAGE

The Plan provides short-term disability benefits to eligible Non-Safety and Specialized Non-Safety Members. This Section sets forth the terms and conditions for participating and receiving benefits under the Plan. The Trust is solely responsible for administering the Short-Term Disability Benefit Plan and is financially responsible for paying all short-term disability benefits ("STD Benefits" or "Non-Safety STD Benefits"). Note: During each period of continuous Disability, we will pay Non-Safety STD Plan benefits according to the terms of the Non-Safety STD Plan in effect on the date you become Disabled. Your right to receive Non-Safety STD Plan benefits generally will not be affected by any amendment to the Non-Safety STD Plan that is effective after you become Disabled.

If you die, and your death is due to any cause other than an accident, the Trust will pay Death Benefits according to the terms of the Plan after receiving Proof Of Loss. The Trust is solely responsible for payment of Death Benefits for non-accidental causes.

If you die, and your death is caused by an accident, the Trust has arranged for an insured Death Benefit to be paid according to the terms of a group policy issued by Metropolitan Life Insurance Company (MetLife) to the Trust and after receiving Proof Of Loss. The Trust is solely responsible for payment of Death Benefits for non-accidental causes.

WHEN YOUR COVERAGE BECOMES EFFECTIVE

To commence participation in the Plan, you must satisfy the Eligibility Waiting Period and meet the Non-Safety STD Plan's definition of Member. Coverage is not available if you do not meet all of the requirements of the definition of Member. Once you are Member, the effective date of your coverage will depend on the election your Participating Unit made regarding your coverage – whether it is Noncontributory or Contributory (see **Definitions** section). It also depends on whether your coverage is subject to the Non-Safety STD Plan's Medical History requirement.

A. When Coverage Becomes Effective

(1) Coverage Not Subject to the Medical History Requirement:

Noncontributory Coverage: Subject to the Active Work Provisions, if you are a Member and your coverage is Noncontributory, your Noncontributory Coverage will become effective on the later of:

i) The first day of the first calendar month for which the Trust receives the required Member contribution, or

ii) The date you become eligible as a Member.

Contributory Coverage: If your coverage is Contributory, you must apply for coverage in the manner prescribed by the Plan and agree to pay Member contributions. Subject to the Active Work Provisions, your Contributory Coverage will become effective on the later of:

i) The first day of the first calendar month for which the Trust receives the required completed application and Member contribution, or

ii) The date you become eligible as a Member.

(2) Coverage Subject to the Medical History Requirement: If your coverage is subject to the Medical History requirement, your coverage will become effective on the later of:

i) The first day of the first calendar month for which we have received the required Member contribution, or

ii) The date we approve your Medical History.

Medical History Requirement: You are subject to the Medical History requirement if any of the following applies:

i) If you apply for coverage more than 60 days after you become a Member; or

ii) If you join PORAC more than one year after you were first eligible to join; or

iii) If fewer than ten (10) Members in your Participating Unit are covered under the Non-Safety STD Plan on the date you apply; or

vi) If you were eligible for coverage under the Prior Plan for more than 31 days but were not covered under the Prior Plan; or

vii) For reinstatements if required.

To satisfy the Medical History requirement, you must:

i) Complete and sign the Trust's Statement of Health form and return it to the Trust's designated administrator;

ii) Sign the Trust's form authorizing us to obtain information about your health;

iii) Undergo a physical examination, if required by the Trust, which may include blood testing; and

iv) Provide any additional information about your Medical History that the Trust may reasonably require.

ACTIVE WORK PROVISIONS

A. Active Work Requirement

To be considered a Member and for coverage to become effective, you must meet the Active Work requirement. This means that you must be capable of Active Work on the day before the scheduled effective date of your coverage, or your coverage will not become effective. If you are incapable of Active Work because of Physical Disease, Injury, Pregnancy or Mental Disorder on the day before the scheduled effective date of your coverage, your coverage will not become effective until you meet the Non-Safety STD Plan's definition of Member and complete one full day of Active Work as an eligible Member.

Active Work and Actively At Work mean performing with reasonable continuity the Substantial And Material Acts of your Own Occupation at your Employer's usual place of business.

B. Changes In Coverage

This Active Work requirement also applies to any increase in your coverage.

CONTINUITY OF COVERAGE

If, before a change of a Participating Unit or Employer, you had coverage under a Non-Safety or Safety STD Plan of the Trust, and then you become covered under this Non-Safety STD Plan after such change with a new Participating Unit or Employer, benefits may be payable to you without the application of the Preexisting Condition Exclusion (see **Limitations** section) if you later become Disabled, provided that you meet the below requirements.

Also, if you had coverage under another disability benefit plan that is a Prior Plan and you become covered under this Non-Safety STD Plan, benefits may be payable to you without the application of the Preexisting Condition Exclusion (see **Limitations** section) if you later become Disabled, provided you meet the below requirements:

1. Prior to your Disability, you meet the requirements of a Member and your coverage under this Non-Safety STD Plan has commenced;
2. Before the effective date of your coverage under the Non-Safety STD Plan, you were covered under (i) a Non-Safety or Safety STD Plan of the Trust or (ii) were covered under another disability benefit plan that is a Prior Plan;
3. You became covered under this Non-Safety STD Plan within 31 days following the termination of your coverage under either: (i) the Non-Safety or Safety STD Plan of your prior Participating Unit and/or Employer or (ii) a Prior Plan;
4. You were continuously covered under this Non-Safety STD Plan from the effective date of your coverage under the Non-Safety STD Plan through the date you became Disabled from the Preexisting Condition; and
5. If, after taking into account the preexisting condition exclusions of either (i) the Prior Plan or (ii) a Non-Safety or Safety STD Plan of the Trust, disability benefits would have been payable to you under the terms of such plan had it remained in force.

For such a Disability, the amount of your STD Benefit will be the lesser of:

a. The monthly benefit that would have been payable to you under the terms of your Prior Plan if such plan had remained in force or a Non-Safety or Safety STD Plan of the Trust (through your prior Participating Unit or Employer Plan) if such plan had remained in force; or

b. The STD Benefit payable under the terms of the Non-Safety STD Plan without applying the Preexisting Condition Exclusion under this Non-Safety STD Plan.

Your STD Benefits for such a Disability will end on the earlier of the following dates:

a. The date benefits would have ended under the terms of your Prior Plan if such plan had remained in force or a Non-Safety or Safety STD Plan of the Trust (through your prior Participating Unit or Employer Plan) as if such plan had remained in force; or

b. The date STD Benefits end under the terms of the Non-Safety STD Plan.

WHEN YOUR COVERAGE ENDS

Your coverage ends automatically on the earliest of:

1. The date the last period ends for which a contribution was made for your coverage.
2. The date the Plan terminates.
3. The date your employment terminates.

4. The date you cease to be a Member. However, your coverage will be continued during the following periods when you are absent from Active Work, unless it ends under any of the above.

   a. While your Employer is paying you the same amount paid to you immediately before you ceased to be a Member.

   b. During a leave of absence if continuation of your coverage under the Plan is required by a state-mandated family or medical leave act or law.

   c. During any other temporary leave of absence approved by your Employer in advance and in writing and scheduled to last 30 days or less. A period of Disability is not a leave of absence.

WAIVER OF CONTRIBUTIONS

We will waive payment of contributions for your coverage after 60 days while STD Benefits are approved.

REINSTATEMENT OF COVERAGE

If your coverage ends, you may become covered again as a new Member. However, the following will apply:

1. If you cease to be a Member because of a covered Disability following the Benefit Eligibility Waiting Period, your coverage will end. However, if you become a Member again immediately after STD Plan Benefits end, the Eligibility Waiting Period will be waived and, with respect to the condition(s) for which STD Plan Benefits were payable, the Preexisting Condition Exclusion will be applied as if your coverage had remained in effect during that period of Disability.
2. If your coverage ends because you cease to be a Member for any reason other than a covered Disability, and if you become a Member again within 90 days, the Eligibility Waiting Period will be waived.
3. If your coverage ends because you fail to make a required Member contribution, you must provide satisfactory Medical History to become covered again.
4. If your coverage ends because you are on a federal or state-mandated family or medical leave of absence, and you become a Member again immediately following the period allowed, your coverage will be reinstated pursuant to the federal or state-mandated family or medical leave act or law.
5. The Preexisting Conditions Exclusion will apply to any Member who is reinstated under this provision unless:

   a. you become covered again within 90 days.

   b. required by federal or state-mandated family or medical leave act or law and you become covered again immediately following the period allowed under the family or medical leave act or law.

6. In no event will coverage be retroactive.

DEFINITION OF DISABILITY

If you become Disabled while covered under the Non-Safety STD Plan, the Trust will pay benefits according to the terms of the Non-Safety STD Plan after we receive Proof Of Loss (see "Time Limits on Filing Proof of Loss" under the "Claims" section, item C.) and determine the benefit payable. The Trust is solely responsible for paying Non-Safety STD Plan benefits. You are Disabled if you meet the following definitions during the periods they apply: A) Own Occupation Definition Of Disability; B) Any Occupation Definition Of Disability:

A. Own Occupation Definition Of Disability

During the Benefit Eligibility Waiting Period and the Own Occupation Period you are required to be Totally Disabled from your Own Occupation or Partially Disabled from your Own Occupation.

1. Total Disability Definition: You are Totally Disabled from your Own Occupation if, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to perform with reasonable continuity the Substantial And Material Acts necessary to pursue your Own Occupation and you are not working in your Own Occupation.
2. Partial Disability Definition: You are Partially Disabled from your Own Occupation if you are not Totally Disabled and you are actually working in your Own Occupation but, as a result of Physical Disease, Injury, Pregnancy or Mental Disorder, you are unable to earn 80% or more of your Predisability Earnings.

Note: You are not Disabled from your Own Occupation merely because your right to perform your Own Occupation is restricted, including a restriction or loss of license. The loss of a professional license, occupational license, or certification does not, in itself, constitute Disability.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation definition of Disability. However, your Work Earnings may be Deductible Income and STD Benefits will end when your Work Earnings meet or exceed 80% of your Predisability Earnings. See **Return To Work Provisions**, **Deductible Income**, and **When STD Benefits End**.

Own Occupation may be interpreted to mean the employment, business, trade or profession that involves the Substantial And Material Acts of the occupation you are regularly performing for your Employer when Disability begins. Own Occupation is not necessarily limited to the specific job you perform for your Employer.

Substantial And Material Acts means the important tasks, functions and operations generally required by employers from those engaged in your Own Occupation that cannot be reasonably omitted or modified. In determining what Substantial And Material Acts are necessary to pursue your Own Occupation, we will first look at the specific duties required by your job. If you are unable to perform one or more of these duties with reasonable continuity, we will then determine whether those duties are customarily required of other individuals engaged in your Own Occupation. If any specific, material duties required of you by your job differ from the material duties customarily required of other individuals engaged in your Own Occupation, then we will not consider those duties in determining what Substantial And Material Acts are necessary to pursue your Own Occupation

B. Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be Totally Disabled from all occupations or Partially Disabled.

1. Total Disability Definition: You are Totally Disabled from all occupations if, as a result of Physical Disease , Injury, Pregnancy, or Mental Disorder, you are unable to engage with reasonable continuity in Any Occupation.
2. Partial Disability Definition: You are Partially Disabled if you are not Totally Disabled and you are actually working in an occupation but, as a result of Physical Disease, Injury,

Pregnancy or Mental Disorder, you are unable to engage with reasonable continuity in that occupation or Any Occupation.

Any Occupation means all occupations or employment which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, and physical and mental capacity that exists within any of the following locations: (i) a reasonable distance or travel time from your residence in light of the commuting practices of your community; or (ii) a distance or travel time equivalent to the distance or travel time you traveled to work before becoming Disabled; (iii) the regional labor market, if you reside or resided prior to becoming Disabled in a metropolitan area.

Your Own Occupation Period is shown in the **Coverage Features**.

ADDITIONAL BENEFITS FOR THE SEVERELY DISABLED

Note: The Trust is solely responsible for payment of Catastrophic Disability Benefits.

A. Catastrophic Disability Benefit

If you meet the requirements in 1 through 3 below, we will pay Catastrophic Disability Benefits according to the terms of the Plan after we receive Proof Of Loss satisfactory to us.

Catastrophic Disability Benefit Requirements

1. You are Disabled and STD Benefits are payable to you for a maximum of 12 months during your Own Occupation Period.
2. While you are Disabled:
   a. You, due to loss of functional capacity as a result of Physical Disease or Injury, become unable to safely and completely perform two or more Activities Of Daily Living without Hands-on Assistance or Standby Assistance; or
   b. You require Substantial Supervision for your health or safety due to Severe Cognitive Impairment as a result of Physical Disease or Injury.
3. The condition in 2.a or 2.b above is expected to last 90 days or more as certified by a Physician in the appropriate specialty as determined by us.

B. Amount Of The Catastrophic Disability Benefit

See the **Coverage Features** for the amount of the Catastrophic Disability Benefit.

C. Becoming Covered For Catastrophic Disability Benefits

You are eligible for Catastrophic Disability Benefit coverage if you are covered under the Plan. Subject to the **Active Work Provision**, your Catastrophic Disability Benefit coverage becomes effective on the date your STD coverage becomes effective under the Plan.

D. Payment Of Catastrophic Disability Benefits

We will pay Catastrophic Disability Benefits within 60 days after Proof Of Loss is satisfied. Your Catastrophic Disability Benefits will be paid to you at the same time STD Benefits are payable.

E. Time Limits On Filing Proof Of Loss for the Catastrophic Benefit

Proof Of Loss for the Catastrophic Disability Benefit must be provided within 90 days after the date the inability to perform Activities Of Daily Living or the Severe Cognitive Impairment begins. If that

is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period.

If Proof Of Loss is filed outside these time limits, the claim will be denied. These limits will not apply while the claimant lacks legal capacity.

F. When Catastrophic Disability Benefits End

Catastrophic Disability Benefits end automatically on the earliest of:

1. The date you no longer meet the requirements in item A. above.
2. The date the Own Occupation Period ends.
3. The date your STD Benefits end.

G. When Catastrophic Disability Benefits Coverage Ends

Catastrophic Disability Benefit coverage ends automatically on the earlier of:

1. The date your STD coverage under the Plan ends.
2. The date Catastrophic Disability Benefit coverage terminates under the Plan.

H. Exclusions and Limitations

No Catastrophic Disability Benefit will be paid for any period when you are confined for any reason in a penal or correctional institution.

No Catastrophic Disability Benefit will be paid if your inability to perform Activities Of Daily Living or your Severe Cognitive Impairment is caused or contributed to by:

1. War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.
2. Any intentionally self-inflicted Injury, while sane or insane.
3. A Mental Disorder.
4. Use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.
5. A Preexisting Condition.
    a. Definition: For purposes of the Catastrophic Disability Benefit, Preexisting Condition means a mental or physical condition for which you have done any of the following:
        i. consulted a physician or other licensed medical professional,
        ii. received medical treatment or services or advice,
        iii. undergone diagnostic procedures, including self-administered procedures, or
        iv. taken prescribed drugs or medication during the 3 months just before your Catastrophic Disability Benefit coverage is effective.
    b. Period Of Exclusion:

        This exclusion will not apply after the Catastrophic Disability Benefit coverage has been continuously in effect for a period of 24 months, if after that period you have been Actively At Work for at least one full day.
6. Committing or attempting to commit an assault or felony, or active participation in a violent disorder or riot. (Active participation does not include being at the scene of a violent disorder or riot while performing official duties.)

I. Definitions For Catastrophic Disability Benefit

Activities Of Daily Living means Bathing, Continence, Dressing, Eating, Toileting, or Transferring.

Bathing means washing oneself, whether in the tub or shower or by sponge bath, with or without the help of adaptive devices.

Continence means voluntarily controlling bowel and bladder function, or, if incontinent, maintaining a reasonable level of personal hygiene.

Dressing means putting on and removing all items of clothing, footwear, and medically necessary braces and artificial limbs.

Eating means getting food and fluid into the body, whether manually, intravenously, or by feeding tube.

Hands-on Assistance means the physical assistance of another person without which the covered person would be unable to perform the Activity Of Daily Living.

Standby Assistance means the presence of another person within arm's reach of the covered person that is necessary to prevent, by physical intervention, injury to the covered person while the covered person is performing the Activity Of Daily Living (such as being ready to catch the covered person if the covered person falls while getting into or out of the bathtub or shower as part of Bathing, or being ready to remove food from the covered person's throat if the covered person chokes while Eating).

Severe Cognitive Impairment means a loss or deterioration in intellectual capacity that is (a) comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia, and (b) is measured by clinical evidence and standardized tests approved by us that reliably measure impairment in (i) short-term or long-term memory, (ii) orientation as to people, places, or time, and (iii) deductive or abstract reasoning. Severe Cognitive Impairment does not include loss or deterioration as a result of a Mental Disorder.

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect you from threats to your health or safety (such as may result from wandering).

Toileting means getting to and from and on and off the toilet, and performing related personal hygiene.

Transferring means moving into or out of a bed, chair or wheelchair, with or without adaptive devices.

RETURN TO WORK PROVISIONS

A. Return To Work Incentive

You may satisfy your Benefit Eligibility Waiting Period while working if you meet the Non-Safety STD Plan's Own Occupation Definition of Disability.

You are eligible for the Return To Work Incentive on the first day you work after the Benefit Eligibility Waiting Period if STD Benefits are payable on that date as follows:

1. During the first 12 months when Non-Safety STD Benefits may be payable, your Work Earnings will be Deductible Income as determined in a., b. and c:
   a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Work Earnings to that amount.
   b. Determine 100% of your Predisability Earnings.
   c. If a. is greater than b., the difference will be Deductible Income.

Note: In no event may your combined Work Earnings, Deductible Income, and Disability Benefits exceed 100% of your monthly Predisability Earnings.

B. Work Earnings Definition

Work Earnings means your gross monthly earnings from work you perform while Disabled. Work Earnings includes:

1. Earnings from your Employer.
2. Earnings from any other employer or self-employment.
3. Any Personal Leave Pay, severance pay, or other salary continuation (including incentive pay, holiday and administrative leave pay) earned or accrued while working.

Earnings from work you perform will be included in Work Earnings when you have the right to receive them. If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings we:

1. Will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis.
2. Will not be limited to the taxable income you report to the Internal Revenue Service.
3. May ignore expenses under section 179 of the IRC as a deduction from your gross earnings.
4. May ignore depreciation as a deduction from your gross earnings.
5. May adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine your Work Earnings by averaging your earnings over the most recent three-month period. STD Benefits will end on the date your average Work Earnings over the last three months equal or exceed 80% of your Predisability Earnings.

TEMPORARY RECOVERY

You may temporarily recover from your Disability and then become Disabled again from the same cause or causes without having to serve a new Benefit Eligibility Waiting Period. Temporary Recovery means you cease to be Disabled for no longer than the applicable Allowable Period. See **Definition Of Disability**.

A. Allowable Periods

1. During the Benefit Eligibility Waiting Period for non-industrial Disabilities: it is a total of 5 days of recovery.
2. During the Maximum Benefit Period: 180 days for each period of recovery.

B. Effect Of Temporary Recovery

If your Temporary Recovery does not exceed the Allowable Periods, the following will apply.

1. The Predisability Earnings used to determine your STD Benefit will not change.
2. The period of Temporary Recovery will not count toward your Benefit Eligibility Waiting Period, your Own Occupation Period or your Maximum Benefit Period.
3. No STD Benefits will be payable for the period of Temporary Recovery.
4. No STD Benefits will be payable after benefits become payable to you under any other disability coverage plan under which you become covered during your period of Temporary Recovery.
5. Except as stated above, the provisions of the Plan will be applied as if there had been no interruption of your Disability.

WHEN STD BENEFITS END

Your STD Benefits end automatically on the earliest of:

1. The date you are no longer Disabled.
2. The date your Maximum Benefit Period ends.
3. The date you die.
4. The date benefits become payable under any other short-term and/or long-term disability plan under which you become covered through employment during a period of Temporary Recovery.
5. The date you fail to provide proof of continued Disability and entitlement to STD Benefits.
6. The date your Work Earnings equal or exceed 80% of your Predisability Earnings.

PREDISABILITY EARNINGS

Your Predisability Earnings will be based on your earnings in effect on your last full day of Active Work. Any subsequent change in your earnings after that last full day of Active Work will not affect your Predisability Earnings.

Predisability Earnings means your monthly rate of earnings from your Employer, including:

1. Contributions you make through a salary reduction agreement with your Employer to:
   a. An Internal Revenue Code (IRC) Section 401(k), 403(b), 408(k), 408(p), or 457 deferred compensation arrangement; or
   b. An executive nonqualified deferred compensation arrangement.
2. Amounts contributed to your fringe benefits according to a salary reduction agreement under an IRC Section 125 plan.
3. Holiday pay, as follows:
   a. Holiday pay is included when holiday hours are a function of your paycheck and used to compute retirement income the hours or dollar amount.
   b. When holiday hours are not a function of your paycheck and not used to compute retirement income the dollar amount, holiday pay will not be included as part of Predisability Earnings, unless 12 months of prior pay check stubs are submitted: then the dollars associated with the holiday pay will be averaged over the preceding 12 calendar months, or over the period of your employment if less than 12 months.
4. Education incentive pay.
5. Longevity pay.
6. Shift differential pay averaged over the preceding 12 calendar months, or over the period of your employment if less than 12 months.
7. Special assignment pay averaged over the preceding 12 calendar months, or over the period of your employment if less than 12 months.
8. Hazardous duty pay averaged over the preceding 12 calendar months, or over the period of your employment if less than 12 months.
9. Anti-terrorist pay averaged over the preceding 12 calendar months, or over the period of your employment if less than 12 months.

Predisability Earnings does not include:

1. Bonuses.
2. Commissions.
3. Overtime pay.
4. Stock options or stock bonuses.
5. Your Employer's contributions on your behalf to any deferred compensation arrangement or pension plan.
6. Any other extra compensation.

If you are paid on an annual contract basis, your monthly rate of earnings is one-twelfth (1/12th) of your annual contract salary.

If you are paid hourly, your monthly rate of earnings is based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, but not more than 173 hours. If you do not have regular work hours, your monthly rate of earnings is based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), but not more than 173 hours.

DEDUCTIBLE INCOME

Subject to **Exceptions To Deductible Income**, Deductible Income during the STD Benefit Period means:

1. During the first 60 days of continuous Disability, we will deduct from your STD Benefit all Personal Leave Pay you receive or are entitled to receive from your Employer, but not a lump sum buy-back of your Personal Leave upon retirement.

   Note: Some Participating Units have purchased the 30-Day Option Rider which reduces the first 60 days of continuous Disability to the first 30 days of continuous Disability. If purchased, the 30-Day Option Rider applies to items 1. 2. and 3. in this section. Please see your Participating Unit for more details.

2. If, after the initial 60 days of your Disability, your Employer pays you 50% or more of Personal Leave Pay (not including vacation pay or compensatory time off, or upon retirement a lump sum buy-back of your Personal Leave), the below is used to determine the amount to apply as Deductible Income:

   a. Determine the amount of your STD Benefit as if there were no Deductible Income, and add your Personal Leave Pay (but not vacation pay or compensatory time off that you are eligible to receive after the initial 60 days of Disability) to that amount.

   b. Determine 100% of your Predisability Earnings.

   c. If a. is greater than b., the difference will be Deductible Income.

   Note: If your Participating Unit has purchased the 30-Day Option Rider, the above computation applies after the initial 30 days of continuous Disability. Please see your Participating Unit for more details.

3. If, after the initial 60 days of your Disability, you receive less than 50% of sick leave pay and annual leave pay from your employer: all Personal Leave Pay (not including vacation pay or compensatory time off, or upon your retirement a lump sum buy-back of your Personal Leave) is considered Deductible Income.

   Note: If your Participating Unit has purchased the 30-Day Option Rider, the above computation applies after the initial 30 day of your continuous Disability. Please see your Participating Unit for details.

4. Salary continuation other than Personal Leave Pay that you receive or are entitled to receive from your Employer and items 3-9 of your Predisability Earnings as set out on page 16.

5. Your Work Earnings, as described in the **Return To Work Provisions**.

6. Any amount you receive or are entitled to receive because of your disability, including amounts for partial or total disability, whether permanent, temporary, or vocational, under any of the following:

   a. A workers' compensation law;

   b. The Jones Act;

   c. Maritime Doctrine of Maintenance, Wages, or Cure;

d. Longshoremen's and Harbor Worker's Act; or

e. Any similar act or law.

7. Any amount you, your Spouse, or your child under age 18 receive or are entitled to receive because of your Disability or retirement under:

   a. The Federal Social Security Act;

   b. The Canada Pension Plan;

   c. The Quebec Pension Plan;

   d. The Railroad Retirement Act; or

   e. Any similar plan or act.

   Amounts that are entitled to be received will be deducted in accordance with the Estimating and Deducting section of **Rules For Deductible Income**.

   Full offset: Both the primary benefit (the benefit awarded to you) and dependent's benefit are Deductible Income.

   Benefits your Spouse or a child receives or is entitled to receive because of your Disability is Deductible Income regardless of marital status, custody, or place of residence. The term "child" has the meaning given in the applicable plan or act.

8. Any amount you receive or are entitled to receive because of your disability under any state disability income benefit law or similar law.

9. Any amount you receive or are entitled to receive under any group or individual disability coverage plan.

10. Any amount you receive or are entitled to receive through the Veterans Administration because of your disability. This includes any increase to benefits previously awarded due to your Disability which is the basis of your current claim for STD Benefits.

11. Any amount of disability or retirement benefits you receive or are entitled to receive under your Employer's retirement plan, including a previous employer's retirement plan through a peace officer's agency, unless receipt of such retirement benefits commenced prior to your date of Disability that is the basis of your current claim for STD Benefits. This includes a public employee retirement system, a state teacher retirement system, and a plan arranged and maintained by a union or employee association for the benefit of its members.

    If any of these retirement plans has two or more payment options, the option which comes closest to providing you a monthly income for life with no survivors benefit will be Deductible Income, even if you elect a different option.

    Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined by the Internal Revenue Code.

12. Any amount you receive or are entitled to receive under your Employer's retirement plan through the Deferred Retirement Option Program (D.R.O.P.). Such amounts will be computed to a 399-month installment regardless of the actual D.R.O.P. payment option you have selected. Deduction from STD Benefits will commence when you are eligible to begin receiving payments from the D.R.O.P.

13. Any amount of third party liability payments you receive by judgment, settlement or otherwise (less attorney's fees).

14. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above or below, whether disputed or undisputed.

15. Any amount you receive or are entitled to receive from any group disability insurance plan.

EXCEPTIONS TO DEDUCTIBLE INCOME

Deductible Income does not include:

1. Any cost of living increase in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
2. Reimbursement for hospital, medical, or surgical expense.
3. Reasonable attorney's fees incurred in connection with a claim for Deductible Income with respect to STD Benefits being payable.
    a. Attorney's fees incurred in connection with a disputed retirement claim will be considered to be reasonable if the fees do not exceed the lesser of 25% of the retirement award, or $9,200.00.
    b. Attorney's fees incurred in connection with a non-disputed retirement claim are not considered Exceptions To Deductible Income.
    c. Attorney's fees incurred in connection with your short term disability claim are not considered Deductible Income.
4. Benefits from any individual disability insurance policy.
5. Early retirement benefits under the Federal Social Security Act that are not actually received.
6. Group credit or mortgage disability insurance benefits.
7. Accelerated death benefits paid under a life insurance policy.
8. Benefits from the following:
    a. Profit sharing plan.
    b. Thrift or savings plan.
    c. Deferred compensation plan.
    d. Plan under IRC Section 401(k), 408(k), 408(p), or 457.
    e. Individual Retirement Account (IRA).
    f. Tax Sheltered Annuity (TSA) under IRC Section 403(b).
    g. Stock ownership plan.
    h. Keogh (HR-10) plan.
9. California Workers' Compensation benefits for permanent total or permanent partial disability.
10. Special compensation under Section 20636 of the California Public Employees' Retirement Law.

RULES FOR DEDUCTIBLE INCOME

A. Monthly Equivalents

Each month we will determine your STD Benefit using the Deductible Income for the same monthly period, even if you actually receive the Deductible Income in another month.

If you are paid Deductible Income in a lump sum or by a method other than monthly, we will determine your STD Benefit using a prorated amount. Except as provided below, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will use a reasonable one.

If you receive a lump sum refund, withdrawal or distribution of contributions and earnings from your Employer's retirement plan, we will determine your STD Benefit using a lifetime monthly annuity amount, with no survivor income. The annuity will be based on the amount you receive and on the life expectancy of a person your age on the later of:

a. The date the lump sum is paid; and

b. The date STD Benefits become payable.

For amounts under a workers' compensation law, the Jones Act, the Maritime Doctrine of Maintenance, Wages or Cure, the Longshoremen's and Harbor Worker's Act, or any similar act or law, the period of time used to prorate the amount cannot exceed the first to occur of the following:

a. The date you reach age 65, or the end of the Maximum Benefit Period, if later; and

b. The end of the stated period.

B. Your Duty To Pursue Deductible Income

You must pursue Deductible Income for which you may be entitled. This includes service-connected disability retirement and advanced disability retirement benefits if you have been found Permanent and Stationary or to have reached Maximum Medical Improvement.

We may ask for written documentation of your pursuit of Deductible Income. Documentation includes proof of appeals and workers' compensation case numbers for approved and pending workers' compensation claims. You must provide it within 60 days after we mail you our request.

C. Your Duty to Report Deductible Income

1. You will keep the Trust informed of both your current mailing and physical address. At your option, you may also designate additional means of contact, such as email or text; however, such additional means are not a substitute for your current mailing and physical address. You may also designate other persons to act as your agent to receive notices, on proper legal form acceptable to the Plan.

2. If Plan benefits are paid as a result of the act or omission of a third party or of an illness or injury which may be work related, you are obligated to inform the Plan of such facts. You must notify the Plan of any facts that may impact the Plan's right to reimbursement or subrogation, including but not necessarily limited to, the filing of a lawsuit, the making of a claim against any third party or under an insurance policy, the scheduling of any settlement negotiations (notice must be provided at least 21 days prior to the scheduled date of such negotiations), and the intent of any third party to make payment of any kind to me or on my behalf.

3. You will promptly notify the Trust of any pending claims, applications or eligibility for any Deductible Income or Third Party Claims described above, including the title and case number of any such claim or proceeding, the name address and telephone of any attorney representing you in such claim or proceeding, and the status of those claims or applications, including whether and when any of those claims or applications result in the payment of benefits. You will also notify any attorney retained by you (or on your behalf) of the terms of this Agreement.

4. The Plan will send you, on a quarterly basis to the last address you have reported to the Plan, a form asking you if you have received, expect, or have any claim to Deductible Income, or claims against third parties who may have caused, contributed to, or aggravated an injury or illness for which the Plan provided benefits. You must truthfully and completely fill in and execute such Form, within thirty (30) days from the date it was mailed to you. Failure to return the Form within the designated time, or failure to completely and truthfully complete and execute the Form, will result in suspension of your benefits.

   You will be notified of the suspension of benefits, which will continue until the first benefit month after which the missing or incomplete Form(s) have been provided to the Plan. If such Forms reveal Deductible Income, or if the Plan independently discovers Deductible Income, the benefits suspended may be adjusted retroactively according to that Deductible.

D. Estimating And Deducting

   For any item of Deductible Income that includes amounts you, your Spouse, or your child are entitled to receive, we may reduce your STD Benefit by the amount we estimate you would be entitled to receive if:

   1. You have failed to pursue the Deductible Income with reasonable diligence;
   2. We have a reasonable, good faith belief that you are entitled to the Deductible Income; and
   3. We are able to reasonably estimate the amount that would be payable.

   We will not estimate and deduct amounts with respect to a claim for Deductible Income that is pending, so long as you continue to pursue the claim with reasonable diligence.

E. Retirement Benefits

   1. Early retirement benefits will be Deductible Income only if you elect early retirement, or if early retirement would not reduce your accrued annuity or pension benefits.
   2. Retirement benefits received will not include amounts rolled over or transferred to any eligible retirement plan as defined in the Internal Revenue Code.

F. Pending Deductible Income

   We will not deduct pending Deductible Income until it becomes payable. You must notify us of the amount of the Deductible Income when it is approved. You must repay us for the resulting overpayment of your claim.

G. Overpayment Of Claim

   We will notify you of the amount of any overpayment of your claim under the Plan. You must immediately repay us. You will not receive any STD Benefits until we have been repaid in full. In the meantime, any STD Benefits paid, including the Minimum STD Benefit, will be applied to reduce the amount of the overpayment. We may charge you interest at the legal rate for any overpayment that is not repaid within 30 days after we first mail you notice of the amount of the overpayment. Please see the **Plan's Right Of Reimbursement And Recovery** section.

SUSPENSION OF BENEFITS

Any benefits provided for in this Plan may be subject to temporary suspension, in accordance with the terms of this Plan, and rules and regulations adopted by the Trustees. Before your benefits are suspended, the Plan will send you (at the last address you have provided to the Plan) a notice of the suspension, including the effective date, the reasons for the suspension (citing the particular Plan provisions involved), the action(s) required to restore benefits, and the procedure for appealing the decision to suspend benefits.

Benefits which are suspended shall not be paid to you, but will be held in the Trust, until the suspension is resolved, either by performance of the indicated action(s) or if reversed on appeal. If benefits are restored, the benefits suspended will be paid, subject to any adjustment provided for in the Plan, but no interest will be paid on the restored benefits. However, in an appeal of the decision to suspend benefits, the Trustees, in their sole discretion, may decide to include interest on the restored benefits.

To restore your benefits, you will need to perform the action(s) indicated in the notice. If, while your benefits are suspended, the Plan becomes aware of an additional basis for suspension of benefits, an additional notice to that effect will be sent to you. Each notice of suspension of benefits must be resolved before benefits may be restored.

The decision to suspend benefits may be appealed under the procedure and time limits corresponding to the type of benefit suspended. (For example, if Short Disability benefits are suspended, the procedure and time limits for appealing that type of suspended benefit are set out in Appendix B of the Plan Document).

DEATH BENEFIT

Note: The Trust is solely responsible for payment of Death Benefits due to a cause other than an accident. Metropolitan Life Insurance Company (MetLife) is solely responsible for payment of Death Benefits due to an accident.

If you die and your death is due to any cause other than an accident, Death Benefits are payable according to the terms of the Plan. Payment of Death Benefits for death due to any cause other than an accident are solely the responsibility of the Trust.

If you die and the cause is due to a covered accident, Death Benefits are payable according to the terms of a group policy issued to the Trust by MetLife. Payment of Death Benefits for accidental death are solely the responsibility of MetLife.

A. A Death Benefit for death due to any cause other than an accidental cause will be subject to the following:

   1. If you are Disabled under the terms of the Plan, you will cease to be covered for Death Benefits under this provision on the earlier of (a) the date your benefits end under the terms of the Non-Safety STD Plan or (b) the date you have been continuously disabled for 24 months following the Benefit Eligibility Waiting Period for the Non-Safety STD Plan.

   2. If your death results from any cause other than suicide or an accident, the amount of the Death Benefit will be $50,000. Your beneficiary will receive the Death Benefit as follows:

      $20,000 will be paid when the claim is approved, and $15,000 will be paid for each of the next two years within 30 days of the anniversary of your death.

   3. The Trust must receive proof of your death satisfactory to the Trust.

4. The Death Benefit will be paid in equal shares to the first surviving class of the classes below.

   i. Your Spouse.

   ii. Your Children. Children are defined as your natural children, adopted children or stepchildren.

   iii. Your Parents.

   iv. Your Siblings.

   v. Your Estate.

To the extent permitted by law, the amount payable to the beneficiary will not be subject to any legal process or to the claims of any creditor or creditor's representative.

5. Proof of your death must be provided to the Trust within 90 days after the date of death. If that is not possible, it must be provided as soon as reasonably possible, but not later than one year after that 90-day period. If proof of your death is filed outside these time limits, the claim will be denied. These limits will not apply while the beneficiary lacks legal capacity.

6. Proof of your death means written proof that a death occurred for which the Plan provides benefits and which meets all other conditions for benefits. Proof of your death includes any other information the Trust may reasonably require in support of a claim. Proof of your death must be in writing and must be provided at the expense of the beneficiary. No benefits will be provided until the Trust receives proof of your death satisfactory to the Trust. The Trust may have an autopsy performed at its expense, except where prohibited by law.

7. The Trust will pay benefits within a reasonable time after receiving proof of your death satisfactory to the Trust. If the beneficiary does not receive the Trust's decision within 90 days after the Trust receives the claim, the beneficiary will have an immediate right to request a review if the claim had been denied.

8. If all or part of a claim is denied, the beneficiary must request a review in writing within 60 days after receiving notice of the denial. The beneficiary may send the Trust written comments or other items to support the claim, and may review any non-privileged information that relates to the request for review. The Trust will review the claim promptly after receiving the request. The Trust will send notice of its decision within a reasonable time after receiving the request. If the denial is upheld, the beneficiary has the right to appeal that decision to the Trust's Board of Trustees within 60 days following the review decision. Failure to appeal the review decision could result in an affirmative defense in any civil action.

B. Exclusions and Limitations

1. A Death Benefit will not be paid by the Trust if a Death Benefit for accidental death is payable.

2. War

   a. You are not covered for Death Benefits caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

3. Preexisting Condition For Non-Safety STD Plan Benefits.

   a. Definition

      i. Preexisting Condition means:

         1. a diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective, or

2. a mental or physical condition, whether diagnosed or undiagnosed,

   a. For which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective, or

   b. That caused symptoms at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective for which a prudent person would usually seek medical treatment, care or services,

and that was misrepresented or not disclosed in your application or medical history statement.

b. Exclusion

   i. You are not covered for Death Benefits caused or substantially contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you Die, you:

      1. Have been continuously covered and Actively at Work under the Plan for 24 months; and

      2. Have been Actively At Work for at least one full day after the end of that 24 months.

4. Criminal Conduct

   a. You are not covered for Death Benefits caused or contributed to by your committing or attempting to commit any crime outside the scope of your employment unless:

      (i) You were seen or treated by a Physician for your Disabling condition prior to committing or attempting to commit the crime; or

      (ii) All charges are dropped; or

      (iii) A trier of fact and final appeal has found you not guilty of committing or attempting to commit a crime.

5. Medical Disability Retirement

   a. You are not covered for Death Benefits caused or contributed to by a condition for which you previously received a medical disability retirement from your position as a Non-Safety or Safety Employee.

6. If your death results from suicide or other intentionally self-inflicted injury, while sane or insane, the amount of the Death Benefit will be $2,000.

7. Away From Work

   a. No Death Benefits are payable while you are scheduled, under the terms of your employment, to be away from work without pay.

8. Rehabilitation Program

   a. No Death Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by the Trust unless your Disability prevents you from participating. Death Benefits are not payable from the date you refuse enrollment in a rehabilitation program or refuse modifications made to a worksite (including adaptive equipment or devices) or job process (or job duties) that accommodate your identified medical limitations in order to enable you to perform the essential duties of your own occupation, provided a qualified Physician agrees that such modifications, equipment, and/or rehabilitation program accommodate your medical limitations and meet safety requirements.

9. Imprisonment

    a. No Death Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

C. A Death Benefit for death due to a covered accidental cause will be subject to the provisions contained in the group policy issued to the Trust by MetLife.

1. If you die as the result of an accident, including accidental exposure to adverse conditions, while insured under MetLife group policy, MetLife will pay benefits according to the terms of group policy after receiving satisfactory proof of your accidental death.

2. The amount of the Death Benefit due to a covered accidental cause is $65,000.

SURVIVORS BENEFIT

If you die during the 36 month period while STD Benefits are payable, we will pay a Survivors Benefit according to items 1 through 4 below.

1. The Survivors Benefit is a lump sum equal to 6 times the STD Benefit that was being paid.
2. The Survivors Benefit will first be applied to reduce any overpayment of your claim.
3. The Survivors Benefit will be paid at our option to any one or more of the following:
    a. Your surviving Spouse;
    b. Your surviving unmarried children, including adopted children, under age 25;
    c. Your surviving Spouse's unmarried children, including adopted children, under age 25; or
    d. Any person providing the care and support of any person listed in a., b., or c. above.
4. No Survivors Benefit will be paid if you are not survived by any person listed in a., b., or c. above.

BENEFITS AFTER COVERAGE ENDS OR IS CHANGED

During each period of continuous Disability, we will pay STD Benefits according to the terms of the Plan in effect on the date you become Disabled. Your right to receive STD Benefits will not be affected by:

1. Any amendment to the Non-Safety STD Plan that is effective after you become Disabled.
2. Termination of the Non-Safety STD Plan after you become Disabled.

EFFECT OF NEW DISABILITY

If a period of Disability is extended by a new cause while Non-Safety STD Plan Benefits are payable, Non-Safety STD Plan Benefits will continue while you remain Disabled. However, item no(s). 1 and 2 below apply.

1. Non-Safety STD Plan Benefits will not continue beyond the end of the original Maximum Benefit Period.
2. The **Disabilities Excluded From Coverage** and **Limitations** sections will apply to the new cause of Disability.

DISABILITIES EXCLUDED FROM COVERAGE

A. War

You are not covered for a Disability caused or contributed to by War or any act of War. War means declared or undeclared war, whether civil or international, and any substantial armed conflict between organized forces of a military nature.

B. Intentionally Self-Inflicted Injury

You are not covered for a Disability caused or contributed to by an intentionally self-inflicted Injury, while sane or insane.

C. Preexisting Condition For Non-Safety STD Plan Benefits.

1. Definition

Preexisting Condition means:

a. a diagnosed mental or physical condition for which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective, or

b. a mental or physical condition, whether diagnosed or undiagnosed,

(i) For which you have received medical treatment, care or services or have taken prescribed medication at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective, or

(ii) That caused symptoms at any time during the 365-day period just before your coverage under the Non-Safety STD Plan becomes effective for which a prudent person would usually seek medical treatment, care or services,

and that was misrepresented or not disclosed in your application or medical history statement.

2. Exclusion

   You are not covered for a Disability caused or substantially contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become Disabled, you:

   a. Have been continuously covered and Actively at Work under the Plan for 24 months; and

   b. Have been Actively At Work for at least one full day after the end of that 24 months.

D. Criminal Conduct

   You are not covered for a Disability caused or contributed to by your committing or attempting to commit any crime outside the scope of your employment unless:

   a. you were seen or treated by a Physician for your Disabling condition prior to committing or attempting to commit the crime; or,

   b. all charges are dropped; or

   c. a trier of fact and final appeal has found you not guilty of committing or attempting to commit a crime.

E. Medical Disability Retirement

   You are not covered for a Disability caused or contributed to by a condition for which you previously received a medical disability retirement from your position as a Non-Safety or Safety Employee.

F. Non-Safety Employment or Service Outside Primary Employer

   You are not covered for a Disability caused or contributed to by any injury or illness that results from or arises out of any Non-Safety employment or Non-Safety service as an employee, independent contractor, leased employee, temporary employee or in any other capacity, for an employer or entity other than the municipal agency under which whose employment you enrolled in this Short Term Disability plan.

G. Disciplinary Investigation by Employer

   You are not covered for a Disability caused or contributed to by actions which result in a disciplinary investigation by your Employer unless:

   - you were seen or treated by a Physician for your Disabling condition prior to the actions which led to the disciplinary investigation; or
   - the disciplinary investigation results in inconclusive findings; or
   - a finding is issued releasing you from blame or responsibility related to the matter under disciplinary investigation.

H. Failing to Meet Minimum Performance Standards

   You are not covered for a Disability caused or contributed to by the separation of employment or change in assignment if the separation of employment or change in assignment is due to Employer's determination that:

   - you have failed to meet minimum performance standards; or
   - you have violated Employer policy.

   This exclusion will not apply if you were seen or treated by a Physician for your Disabling condition prior to the separation of employment or change in assignment.

LIMITATIONS

A. Care Of A Physician

During the Benefit Eligibility Waiting Period, you must be receiving care by a Physician that is appropriate for the condition or conditions causing the Disability. No STD Benefits will be paid for any period of Disability when you are not receiving care by a Physician that is appropriate for the condition or conditions causing the Disability. Appropriate care is the treatment a patient would make a reasonable decision to accept after duly considering the opinions of medical professionals. This limitation will not apply after you reach your maximum point of recovery.

B. Away From Work

No STD Benefits are payable while you are scheduled, under the terms of your employment, to be away from work without pay.

C. Rehabilitation Program

No STD Benefits will be paid for any period of Disability when you are not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by the Trust unless your Disability prevents you from participating. STD Benefits are not payable from the date you refuse enrollment in a rehabilitation program or refuse modifications made to a worksite (including adaptive equipment or devices) or job process (or job duties) that accommodate your identified medical limitations in order to enable you to perform the essential duties of your own occupation, provided a qualified Physician agrees that such modifications, equipment, and/or rehabilitation program accommodate your medical limitations and meet safety requirements.

D. Imprisonment

No STD Benefits will be paid for any period of Disability when you are confined for any reason in a penal or correctional institution.

E. Alcohol Use, Alcoholism Or Drug Use

Payment of STD Benefits is limited to 12 months during your entire lifetime for a Disability caused or contributed to by your use of alcohol, alcoholism, use of any drug, including hallucinogens, or drug addiction.

F. Mental Disorder

Payment of STD Benefits is limited to 6 months for each period of continuous Disability caused or contributed to by a Mental Disorder. However, if you are confined in a Hospital at the end of the Mental disorder Limitation Period, this limitation will not apply while you are continuously confined.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff or licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

G. Musculoskeletal And Connective Tissue Disorder

Payment of STD Benefits is limited to 24 months for each period of continuous Disability caused or contributed to by musculoskeletal or connective tissue disorders including but not limited to:

1. Any disease or disorder of the cervical, thoracic, or lumbosacral back and its surrounding soft tissue.
2. Sprains or strains of joints or muscles.
3. Carpal tunnel or repetitive motion syndrome.
4. Fibromyalgia
5. Temporomandibular joint or craniomandibular joint disorder
6. Myofascial pain
7. Arthritis

This limitation will not apply to:

a. Herniated discs with neurological abnormalities that are documented by electromyogram or nerve conduction studies, and computerized tomography or magnetic resonance imaging.
b. Scoliosis.
c. Tumors, malignancies, or vascular malformations.
d. Radiculopathies that are documented by electromyogram.
e. Spondylolisthesis, grade II or higher.
f. Myelopathies and myelitis.
g. Demyelinating diseases.
h. Traumatic spinal cord necrosis.
i. Osteopathies.
j. Rheumatoid or psoriatic arthritis
k. Lupus

H. Subjective Disorders

Payment of STD Benefits are limited to 12 months for each period of continuous Disability caused or contributed to by chronic fatigue conditions including but not limited to:

1. Chronic Fatigue Syndrome.
2. Chronic Fatigue Immunodeficiency Syndrome.
3. Post Viral Syndrome.
4. Limbic Encephalopathy.
5. Epstein-Barr virus infection.
6. Herpesvirus type 6 infection.
7. Myalgia Encephalomyelitis.

This limitation will not apply to clinical conditions where a cause for the chronic fatigue is otherwise identifiable, such as:

1. Neoplastic disorders.
2. Neurological disorders.
3. Endocrine disorders.
4. Hematological disorders.
5. Rheumatologic disorders.
6. Depression.

I. Chemical and Environmental Sensitivities

Payment of STD Benefits is limited to 12 months for each period of continuous Disability caused or contributed to by an allergy or sensitivity to chemicals or the environment including, but not limited to:

1. Environmental allergies.
2. Sick Building Syndrome.
3. Multiple Chemical Sensitivity Syndrome.
4. Chronic Toxic Encephalopathy.

This limitation will not apply to:

1. Asthma.
2. Allergy-induced reactive lung disease.

J. Rules For Disabilities Subject To Limited Pay Periods

1. If you are Disabled as a result of more than one Physical Disease, Injury or Mental Disorder for which STD Benefits are payable for a limited period of time, the limitation periods will run concurrently for all limited conditions.
2. If you are Disabled as a result of a Disability for which STD Benefits are payable for a limited period of time, and at the same time are Disabled as a result of a Physical Disease, Injury or Pregnancy that is not subject to such limitation, STD Benefits will be payable first for conditions that are subject to a limitation before Benefits are payable for any condition that is not subject to a limitation.
3. No STD Benefits will be payable after the ending date of the longest limitation period that applies to your Disability, unless on that date you continue to be Disabled as a result of a Physical Disease, Injury or Pregnancy for which payment of STD Benefits is not limited.

CLAIMS

A. Notice Of Claim

Written notice of claim must be provided to the Trust within 60 days after the date you claim you became Disabled, or as soon thereafter as is reasonably possible.

B. Filing A Claim

Claims should be filed on our forms as set out below in section E. If the Trust does not provide its forms within 15 days after they are requested, you may submit your claim in a letter to the Trust. The letter should include the date disability began, and the cause and nature of the disability. Subject to the time period for providing notice of claim, such letter will constitute notice and proof of claim.

C. Time Limits On Filing Proof Of Loss For STD Benefits and Death Benefits Due to Natural Causes

You must give us Proof Of Loss within 90 days after the end of the Benefit Eligibility Waiting Period. If your claim was closed, you must give us Proof Of Loss within 90 days after the date STD Benefits ended. If you cannot do so, you must give it to us as soon as reasonably possible, but not later than one year after that 90-day period. If Proof Of Loss is filed outside these time limits, your claim will be denied. These limits will not apply while you lack legal capacity.

D. Proof Of Loss

Proof Of Loss means written proof that you are Disabled and entitled to STD Benefits. Proof Of Loss must be provided at your expense.

For claims of Disability due to conditions other than Mental Disorders, we may require proof of physical impairment that results from anatomical or physiological abnormalities that are demonstrable by medically acceptable clinical and laboratory diagnostic techniques. Examples of clinical and laboratory diagnostic techniques include but are not limited to actual observations upon physical examinations, blood tests, imaging studies (such as x-rays, MRIs and CT scans), electrocardiograms (EKG) and electroencephalograms (EEG).

E. What is a “Claim” and Documentation

A “Claim” consists of completed claims statements from the Member, the Employer, and the Physician, and a signed authorization for us to obtain information. A Claim is not complete until we receive these three statements and an authorization. We may also reasonably require other items to support your Claim which must be submitted at your expense. If the required documentation is not provided within 45 days after we mail our request, your Claim may be denied.

F. Investigation Of Claim

We may investigate your claim at any time.

At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend STD Benefits if you fail to attend an examination or cooperate with the examiner.

We may request copies of all documents necessary to verify your income, including, but not limited to, copies of those portions of income tax returns that reflect income, W-2’s, Form 1099 and any other documents which verify or illustrate income.

We may require copies of all documents, including your employment records, to review and investigate your claim. In investigating your claim, we may also contact your Employer and your union representatives and obtain information and documents from them to the extent permitted by law.

G. Time Of Payment

We will pay STD Benefits within 60 days after you submit Proof Of Loss.

STD Benefits will be paid to you at the end of each month you qualify for them. STD Benefits remaining unpaid at your death will be paid to the person(s) receiving the Survivors Benefit. If no Survivors Benefit is paid, the unpaid STD Benefits will be paid to your estate.

H. Review Procedure

If Your Claim Is Denied

If the Trust denies your Claim, in whole or in part, you will receive a notice of the denial and an explanation of how you may appeal the decision, as required by ERISA, within the time limit for the type of claim.

The denial notice will include:

- Specific reason(s) for the denial;
- Specific references to the plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to complete your application and an explanation of why the material or information is necessary;
- An explanation of the basis of disagreeing with any Social Security Administration disability determination or the views of any health care or vocational professionals presented by you or obtained by the Plan;
- A statement that you will be provided, upon request, reasonable access to and free-of-charge, copies of all documents, records and other information relevant to your claim subject to any legal privilege;
- An explanation of procedure for appealing the adverse benefit determination.

Filing an Appeal

If you do not agree with the claims decision, you may request that the decision be reviewed by sending your request to the Trust within the time limit specified in the chart that follows (See Appendix B). For all insured benefits, contact the insurer for information regarding the appeals process.

Your request should list all the reasons why you believe the benefits should be paid, including any documents, records or other information relevant to or that support your claim. You may obtain reasonable access to, or copies of, all documents and information relevant to your claim free of charge, subject to any legal privilege.

You will be provided, free of charge and as soon as possible and sufficiently in advance of the date on which the decision on appeal is required to be made, with any new or additional evidence relied upon or generated by the Plan, or any new or additional rationale.

Following a full and fair review of your appeal by the Trust, a decision will be made on your claim within the time limit for appeal determinations (see the following pages). If the appeal involves a medical determination, the Trust will consult with an appropriate professional who was not involved in the initial denial of your claim. The Trust will not afford deference to the initial claim denial. The Trust will provide written notification of its decision within the appeals time period applicable to the claim.

If your claim is denied upon review, you will receive a written notice stating:

- Specific reason(s) for the denial.
- Specific references to the plan provisions on which the denial is based.

- An explanation of the basis of disagreeing with any Social Security Administration disability determination or the views of any health care or vocational professionals presented by you or obtained by the Plan.
- A statement that you will be provided, upon request, reasonable access to and free-of-charge, copies of all documents, records and other information relevant to your claim, subject to any legal privilege.
- A statement regarding your rights to bring action under Section 502(a) under the Employee Retirement Income Security Act of 1974 (ERISA).
- A description of any contractual limitations period that applies to your right to bring an action under ERISA and the calendar date on which the limitations period expires.

(See Appendix B regarding Claims and Appeals Time Limits.)

Time Limits on Legal Actions

No legal action for benefits under the Plan may be brought until you (i) have submitted a written claim for benefits in accordance with the procedures described above; (ii) have been notified by the Claims Administrator that the claim is denied; (iii) have submitted all required appeals in accordance with the appeal procedure described above; and (iv) have been notified that all required appeals have been denied. *No legal action may be commenced or maintained against the Plan more than three years after the last required appeal was denied.*

I. Assignment

The rights and benefits under the Plan are not assignable except as specified in the **Plan's Right of Reimbursement And Recovery** section, below.

ALLOCATION OF AUTHORITY

We have full and exclusive discretion and authority to control and manage the Plan, to administer claims, and to interpret the Plan and resolve all questions arising in the administration, interpretation, and application of the Plan.

Our authority includes, but is not limited to:

1. The right to resolve all matters when a review has been requested;
2. The right to establish and enforce rules and procedures for the administration of the Plan and any claim under it;
3. The right to determine:
    a. Your eligibility for coverage;
    b. Your entitlement to benefits;
    c. The amount of benefits payable to you;
    d. The sufficiency and the amount of information we may reasonably require to determine a., b., or c., above.

Subject to the review procedures of the Plan, any decision we make in the exercise of our authority is conclusive and binding.

PLAN'S RIGHT OF REIMBURSEMENT AND RECOVERY

A. Benefits Subject to Recovery

1. In the case of any Disability, the Plan may recover up to the full amount of benefits paid to you or on your behalf, for any of the following:

   a. Deductible Income you receive or for which you are eligible;

   b. Any Plan benefit overpayment (including but not limited to death benefits paid to a beneficiary); and

   c. Any benefits paid in error.

2. You are required to reimburse the Plan for any overpayment or erroneous payment of benefit you receive, as applicable. It is further understood and agreed that if the Plan determines that a recovery of benefits is warranted, those owed benefits can be recovered from benefits payable during the Short Term Disability Period.

B. Right to Recover

1. General Terms

   The Plan is entitled to enforce and preserve its right to full recovery in any manner allowed by law, including but not limited to, asserting a lien against future workers' compensation award, other Deductible Income, deducting amounts from future benefits payable to you or your beneficiary (or on your behalf) under this Plan (this may include any death benefits or Survivors Benefit), or any other benefit program of the PORAC Insurance and Benefits Trust, and seeking appropriate equitable or legal relief, including filing an action against you. The Plan's right of reimbursement will not be reduced by any state law or equitable doctrines that would reduce the amount the Plan may be entitled to recover, including, but not limited to, the common fund doctrine and the make whole doctrine.

2. Lien and Creation of Constructive Trust

   At the time the Plan pays STD Benefits which may be subject to the Plan's right of recovery, you shall at that time grant to the Plan (as a condition of such payment) a lien (legal, equitable, equitable lien by contract or any other permissible lien) in any property described above, without regard to the identity of the property's source or holder at any particular time; or whether the property, at the time the property exists, is segregated, or whether you have any rights to it. Until the time such lien is completely satisfied, you shall take or regain possession of any property subject to the Plan's lien in your name, place it in a segregated account within your control at least in the amount of the lien and not alienate it or not otherwise take any action so that such property is not in your possession prior to the satisfaction of such lien. You shall hold such property as the Plan's constructive trustee. As the Plan's constructive trustee, you shall immediately deliver such property to the Trust upon the direction of the Trust to satisfy the lien.

   You authorize the Plan to record an appropriate lien, including a UCC-1 with the California Secretary of State, to secure any Benefits Subject to Recovery, as described above, against any Deductible Income, and against any proceeds thereof.

   You authorize the Plan to record or file an appropriate lien in any administrative or legal proceeding involving Deductible Income or claims against third parties who may have caused, contributed to, or aggravated an injury or illness for which the Plan provided benefits, and will cooperate in executing any documents necessary to perfect such liens.

3. Third Party Liability and Subrogation

If STD Benefits are paid or payable to you under the Plan and relate to an illness or injury for which the costs associated with such illness or injury may be recoverable from a third party or from any other source (for example, motor vehicle insurance coverage), the Plan will be subrogated to all claims, demands, causes of action, or rights of recovery you may have against or with respect to such third party who may have caused, contributed to, or aggravated an injury or illness for which the Plan provided benefits. If you are involved in a motor vehicle accident, you may have rights both under motor vehicle insurance coverage and against a third party who may be responsible for the accident. The Plan's right to reimbursement and subrogation applies to any claim, demand, cause of action or other right against or with respect to such third party or insurance coverage.

By accepting or claiming benefits under the Plan, you agree that if you have a potential right of recovery for any cost relating to or arising from an illness or injury for which a third party may have legal responsibility, the Plan is entitled to reimbursement of the benefits paid to you from any settlement or recovery from any source, including any judgment, settlement, disputed claim settlement, uninsured motorist payment or any other recovery. You also agree to assign any such settlement or recovery to the Plan and to provide the Plan with a first lien, including but not limited to, an equitable lien by contract, at the time such recovery is paid or becomes payable and agree that the holder of any such recovery shall act as the Plan's constructive trustee up to the amount to which the Plan is entitled to be reimbursed, but not more than the benefits paid to you under the Plan for the particular illness or injury. You also agree to segregate any amounts received and to place them in a separate account for the benefit of the Plan pending the resolution of any dispute regarding the amount owed to the Plan or the rights of the Plan. The Plan's reimbursement and subrogation rights apply to all settlement proceeds and apply without regard to the characterization of any recovery, for example, as payment for medical expenses.

You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights (including an assignment of rights to pursue your claim if you fail to pursue your claim). If benefits are paid to you before you execute and deliver such required instrument or paper, you agree to reimburse the Plan for these benefits upon receipt of recovery in any form from such third party.

You must also avoid doing anything that would prejudice our rights of reimbursement and subrogation. If STD Benefits are paid as a result of the act or omission of a third party or to an illness or injury which may be work-related, you are obligated to inform us of such facts. You must notify the Plan of any facts that may impact the Plan's right to reimbursement or subrogation, including but not necessarily limited to, the filing of a lawsuit, the making of a claim against any third party or under an insurance policy, the scheduling of any settlement negotiations (notice must be provided at least 21 days prior to the scheduled date of such negotiations), and the intent of any third party to make payment of any kind to you or on your behalf.

In any lawsuit you or your representative files against third parties who may have caused, contributed to, or aggravated an injury or illness for which the Plan provided benefits, we may record a notice of payment of STD Benefits, and such notice shall constitute a lien and/or offset on any judgment recovered. We may also intervene in any suit or actions filed and also have the right to participate in any settlement negotiations.

If you or your legal representatives fail to bring suit or action promptly against such third party, or if there is any applicable insurance coverage pursuant to an uninsured or underinsured policy, we may institute such suit or action in our own name or in your name against such third party or against your insurance company. We are entitled to retain from any judgment recovery the amount of STD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery including attorney's fees. The remainder of such recovery, if any, shall be paid to you or as the court may direct.

The Plan is entitled to enforce its right to full reimbursement in any manner allowed by law if you do not reimburse the Plan in accordance with this provision, including but not limited to, deducting amounts from future benefits payable to you (or on your behalf) under this Plan, including any death benefits or Survivors Benefit, or any other benefit program of the PORAC Insurance and Benefits Trust and seeking appropriate equitable or legal relief, including filing an action against you, until the Plan's reimbursement right is satisfied.

Furthermore, the Plan's right of reimbursement will not be reduced by any fees or costs you may incur in connection with your pursuit of any recovery against a third party or an insurance company or by any state law or equitable doctrines that would reduce the amount the Plan may be entitled to recover. The Plan is entitled to reimbursement from the first dollar received from any recovery and the Plan will not reduce its lien even if you are not made whole. The Plan shall not be liable for any expenses or fees you incur in connection with obtaining a recovery.

CLERICAL ERROR, AGENCY, AND MISSTATEMENT

A. Clerical Error

Clerical error by us, your Participating Unit, your Employer, the Claims Administrator, or their respective employees or representatives will not:

1. Cause a person to become covered.
2. Invalidate coverage under the Plan otherwise validly in force.
3. Continue coverage under the Plan otherwise validly terminated.

B. Agency

Your Participating Unit acts on their own behalf as your agent, and not as our agent. Your Participating Unit has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Plan Document.

C. Misstatement Of Age

If a person's age has been misstated, we will make an equitable adjustment of dues, benefits, or both. The adjustment will be based on:

1. The amount of coverage based on the correct age; and
2. The difference between the dues paid and the dues which would have been paid if the age had been correctly stated.

TERMINATION OR AMENDMENT OF THE PLAN

A. The Non-Safety STD Plan (See additional amendment and termination provisions in **Miscellaneous**, below)

We reserve the right to change, amend or terminate the Non-Safety STD Plan and any rules for administration of the Non-Safety STD Plan, in whole or in part, at any time or from time to time. Any such change, amendment or termination of the Non-Safety STD Plan must be approved by us and evidenced by a written instrument. No agent has authority to change the Non-Safety STD Plan or to waive any of its provisions.

Any such change, amendment or termination of the Non-Safety STD Plan or rules will be in our sole discretion, without consent being obtained from employees, retirees, participants or the Trustee(s), if any, and may apply to current or future employees, retirees, Members or participants or to any separate classes or groups thereof.

Benefits under the Non-Safety STD Plan are limited to its terms, including any valid amendment.

DEFINITIONS

Note: Please see the Index of Defined Terms for a listing of where other Defined Terms, that are not included below, can be found.

Benefit Eligibility Waiting Period means the period you must be continuously Disabled before STD Benefits become payable. See **Coverage Features**.

Claim means completed claims statements from the Member, the Employer, and the Physician, and a signed authorization for us to obtain information. A Claim is not complete until we receive these three statements and an authorization.

Contributory means coverage is elective and Members pay all or part of the cost for coverage.

Eligibility Waiting Period means the period you must be a Member before you become eligible for coverage. Your Eligibility Waiting Period is shown in the **Coverage Features.**

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed Physicians. Rest homes, nursing homes, convalescent homes, homes for the aged, and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Injury means an injury to the body.

Maximum Benefit Period means the longest period for which STD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Benefit Eligibility Waiting Period. No STD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. See **Coverage Features**.

Mental Disorder means payment of STD Benefits are payable for each period of continuous Disability caused or contributed to by a Mental Disorder.

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome, regardless of cause, (including any biological or biochemical disorder or imbalance of the brain) or the presence of physical symptoms. Mental Disorder includes, but is not limited to, bipolar affective disorder, organic brain syndrome, schizophrenia, psychotic illness, manic depressive illness, depression and depressive disorders, or anxiety and anxiety disorders.

Noncontributory means coverage is non-elective and the Employer or Participating Unit pays the entire cost of coverage.

Non-Safety Employee means an employee not entitled to Safety Employee benefits.

Non-Safety STD Plan means the short term disability income benefit plan established by the Trust and identified by the ASO Number.

Personal Leave Pay means any and all available leave banks a member is eligible to draw from during the period of Disability. Personal Leave Pay includes: sick leave pay, annual leave pay, including donated amounts, vacation leave pay, and compensatory time paid by your Employer.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician.

Physician means a licensed medical professional, diagnosing and treating individuals within the scope of the license. The term includes a legally licensed physician, dentist, optometrist, podiatrist, psychologist or chiropractor. Physician does not include you or your Spouse, or the brother, sister, parent or child of either you or your Spouse.

Plan means Insurance and Benefits Trust of Peace Officers Research Association of California Benefit Plan for Non-Safety Employees.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means your current Participating Unit group short term and/or long term disability coverage in effect on the day before the effective date of your coverage under the Plan and which is replaced by coverage under the Plan.

Safety Employee means an employee who is eligible to receive benefits through the employee's current Employer under California Labor Code Section 4850 and safety employee benefits under the County Employees Retirement Act of 1937 or Public Employees Retirement System (PERS) of California, or an equivalent Safety retirement plan.

Self-Funded Period means the portion of each period of continuous Disability for which the Trust is solely responsible for payment of STD Benefits. See **Coverage Features**.

Specialized Non-Safety Employee means an employee who is not eligible to receive benefits under California Labor Code Section 4850 but is eligible for Safety employee benefits under the County Employees Retirement Act of 1937 or Public Employees Retirement System (PERS) of California, or an equivalent Safety retirement plan through the employee's current Employer.

Spouse means:

1. means the person to whom you are lawfully married under any state law, including individuals married to a person of the same sex who were legally married in a state that recognizes such marriages, but who are domiciled in a state that does not recognize such marriages. For purposes of this definition, "state" means any state of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, Wake Island, the Northern Mariana Islands, any other territory or possession of the United States, and any foreign jurisdiction having the legal authority to sanction marriages.
2. Your Domestic Partner. Domestic Partner means an individual with whom you have completed an affidavit of declaration of domestic partnership, submitted that affidavit to your current Employer, and filed that affidavit for public record if required by law; or an individual recognized as your domestic partner under California state law.

STD Benefit means the monthly benefit payable to you under the terms of the Plan.

MISCELLANEOUS – APPLICABLE TO INSURANCE AND BENEFIT TRUST OF PORAC BENEFIT PLAN FOR NON-SAFETY EMPLOYEES (INCLUDES STD, NON-SAFETY AND DEATH BENEFIT COMPONENT PLANS)

A. Plan Administration

The Board of Trustees of the Insurance and Benefits Trust is the official administrator of the Insurance and Benefit Trust of the Peace Officers Research Association of California Benefit Plan for Non-Safety Employees (the "Plan Administrator") and is the named fiduciary as provided under ERISA. The Board of Trustees makes the rules under which the Insurance and Benefit Trust of the Peace Officers Research Association of California Benefit Plan for Non-Safety Employees (hereinafter in this "Miscellaneous" section, "the Plan") operates and has the maximum discretionary authority permitted by law to interpret, construe, and administer the Plan. The Board of Trustees may delegate to any agent, including an insurance carrier, the authority to act on behalf of the Board of Trustees, including the authority to make determinations regarding benefits, participation, enrollment, and eligibility for benefits, to grant or deny benefits, and to resolve ambiguities in the plan documents and any and all claims and disputes regarding the rights and entitlements of individuals to participate in the Plan and to receive benefits and payments pursuant to the Plan and applicable law. The decisions of the Trustees and its delegates will be final, conclusive, and binding on all persons, and will be given the maximum deference permitted by law.

B. Amendment or Termination of the Plan or a Benefit Program

There is no guarantee that the Insurance and Benefit Trust of the Peace Officers Research Association of California Benefit Plan for Non-Safety Employees or any of the benefits it provides will last indefinitely. Although there is no present intention of doing so, the Board of Trustees reserves the right, in its absolute and unlimited discretion, to amend or terminate the Plan in whole or in part (including any benefit) or to eliminate any benefits, at any time and for any reason, without advance notice to any person by a written instrument signed by the Board of Trustees. If a benefit is provided pursuant to an insurance policy or contract, the Board of Trustees may amend the applicable benefit by changing the insurer or the applicable policy or contract. Any amendment to or termination of the Plan or any benefit will not reduce the benefits to which a member may be entitled for a claim that is incurred prior to the effective date of such amendment or termination, to the extent the Insurance and Benefits Trust is funded as of that date.

In the event of a termination or partial termination of the Insurance and Benefits Trust, the assets remaining in the Insurance and Benefits Trust after providing for the expenses of the Trust and for the payment of benefits approved as of that date, may be allocated among the participants and beneficiaries in the manner determined by the Board of Trustees and in accordance with applicable law, or transferred to a plan operated by an Internal Revenue Code Section 501(c)(9) trust providing similar benefits.

The Board of Trustees has appointed the Insurance and Benefits Trust's Administrator to perform functions necessary to discharge the orders and policies of the Trustees with respect to the day-to- day responsibilities of the Plan and the Insurance and Benefits Trust. The functions include, but are not limited to, making initial decisions on certain benefit claims and appeals that are self- funded by the Trust and resolving questions regarding participation in certain benefits. The Board of Trustees, and not the Insurance and Benefits Trust's Administrator, is the "plan administrator," as that term is defined by ERISA.

C. Capitalized Terms

Many of the capitalized terms appearing in this SPD have special meaning and are defined within the text of this SPD.

D. Conflicting Provisions

To the extent that thee terms and conditions described in this SPD conflict with the provisions of any insurance contract, policy, or Certificate of Coverage with regard to any insured benefits, the terms of the applicable insurance contract or policy will control. Moreover, to the extent that any statement or representation, whether oral or otherwise, of a Trustee, Insurance and Benefits Trust employee, PORAC representative, or any other person regarding the benefits of the Insurance and Benefits Trust conflicts with this SPD or any applicable insurance contract or policy, the terms of this SPD, Certificate of Coverage, or the contract or policy will control. In all cases the provisions of the official Plan documents control.

E. Proof of Age, Marriage and Dependent Status

Participants and their eligible dependents may be required to furnish satisfactory proof of age or other information and may require participants and their Spouses or Domestic Partners to furnish satisfactory proof of married or Domestic Partnership status (as applicable) as a condition of maintain coverage of such eligible dependents under the Plan.

F. Notice

Any notice to be delivered to participants under the Plan by the Insurance and Benefits Trust shall be given in writing and delivered, personally, by first class mail, or electronically (e-mailed) to the participant or any beneficiaries, as the case may be, at their last known address on file with the Trust office.

Notices that the participants or their beneficiaries must provide to the Plan must be sent via first class mail or delivered personally to the Trust office:

Insurance and Benefits Trust of PORAC
2960 Advantage Way
Sacramento, CA 95834-3725

G. No Guarantee of Tax Consequences

The Plan Administrator does not make any commitment or guarantee that any of the amounts paid to or for the benefit of any person under the Plan will be excludable from that person's gross income for federal, state, and/or local income tax purposes, or that any other federal, state, or local tax treatment will apply or be available to any person. *It is the obligation of each person to determine whether any payment under the Plan is excludable from gross income for federal, state, and/or local income tax purposes.*

H. Governing Law

This Plan shall be construed and enforced in accordance with ERISA and, to the extent it is not preempted by ERISA, with California law.

I. No Waiver of Terms

No term, condition or provision of the Plan shall be deemed to have been waived, and there shall be no estoppel against the enforcement of any provision of the Plan, except by written agreement of the party charged with such a waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

J. Limitation of Rights

The Plan does not give you or any other person any legal or equitable right against the Trust, the Trustees (whether collectively or individually), or the Plan, except as expressly provided in the official Plan Documents.

K. No Transfer of Rights

No participant or beneficiary may sell, transfer, anticipate, assign, hypothecate, or otherwise dispose of his or her benefits, or any right or interest under the Plan or any Benefit Program, except as expressly provided in the official Plan Documents (and the Board of Trustees shall not recognize or be required to recognize any such disposition), nor may any benefit, right or interest under the Plan or any Benefit Program be subject to the voluntary transfer or transfer by operation of law or otherwise, and shall be exempt from claims of creditors or other claimants, or liable to attachment, execution or other legal process, except as expressly provided in the official Plan Documents.

Unless specifically provided otherwise herein or as required by law, the Board of Trustees will only make payments directly to the person entitled to benefits (the "beneficiary"), except when the beneficiary is a minor or considered (in good faith) by the Board of Trustees to be incompetent or otherwise incapacitated. The Board of Trustees may make any arrangements for payment on the beneficiary's behalf that it determines will be beneficial to the beneficiary, including the payment of such amounts to a representative payee such as the guardian, conservator, spouse or dependent of the beneficiary, or an institution providing care to the beneficiary.

Statement of Your ERISA Rights

As a participant in the Insurance and Benefits Trust of PORAC Benefit Plan for Non-Safety Employees, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA"). ERISA provides that all Plan participants shall be entitled to:

Receive information about your plan and benefits. Examine, without charge, at the trust administration office, all documents governing the plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration,

Obtain upon written request to the trust administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

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 the summary annual report.

Prudent actions by plan fiduciaries. In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who create your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you obtaining a welfare benefit or exercising your rights under ERISA.

Enforce your rights. If you claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have a right to have the plan review and reconsider your claim. Under ERISA there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file suit in Federal Court. In such case, the Court may require the plan administrator to provide the materials and pay up to $110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. 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, but only after having first exhausted the claims and procedures herein. 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 Federal Court but only after having first brought your claim to the Trustees herein. The Court will decide who should pay court costs and legal fees. If you are successful, the Court may order the person you have sued to pay these costs and fees. If you lose, the Court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with your questions. If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employees 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 publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Appendix A – Trustees and Trust's Administrator

Names and Address of the Trustees. The names of the Trustees are listed below; the address for each of the Trustees is: Insurance and Benefits Trust of PORAC, 2960 Advantage Way Sacramento, CA 95834-3725, Telephone Number: 1-800-655-6397.

Roger Garcia, Chairman Region III	**Steve Latham, Vice Chair** Region II	
Bryan Hubbard, Trustee Region I	**Dave Wilson, Trustee** Region I	**Chessa Maita, Trustee** Region II
Cody Green, Trustee Region III	**Dustin Bruzee, Trustee** Region IV	**Richard Buss, Trustee** Region IV
Gary Frace, Trustee PORAC Board Appointee	**Benjamin Therriault, Trustee** PORAC Board Appointee	**Franco Vado, Trustee** PORAC Appointed Retiree

Name and Address of the Trust's Administrator.

While the Plan Administrator is the Board of Trustees, the Board has delegated administration of its day-to-day activities to the following administrator:

Chief Operations Officer
Maria Jimenez
Insurance and Benefits Trust of PORAC
2960 Advantage Way, Sacramento, CA 95834-3725
Telephone Number: 1-800-655-6397

Appendix B – Claims and Appeals Time Limits

Type of Claim	Time Limit to Provide Notice of Claim Decision	Participant Time Limit to Provide Additional Information and Adjusted Deadline for Claims Decision	Participant Time Limit to File 1st Level Appeal if Claim is Denied (to Administrator)	Time Limit to Determine 1st Level Appeal	Participant Time Limit to File 2nd Level Appeal if 1st Level Appeal is Denied (to Board of Trustees)	Time Limit to Determine 2nd Level Appeal by Board of Trustees
Short Term Disability Benefit (Safety and Specialized Non-Safety) Death Benefit Due to Natural Cause (For Which a Determina-tion of Disability is Needed)	45 days after Claims Administrator's receipt of claim, unless an extension of up to 30 days is necessary due to matters beyond the control of the Claims Administrator. A second 30-day extension period is available if needed by the Claims Administrator. Notice of any extension will be provided before the end of the initial 45-day period or 30-day extension period, as applicable. Such notice will explain why the extension is necessary and when the Claims Administrator expects to notify you of its decision.	45 days to provide requested information. Notice of the claim decision will be provided within 15 days after receipt of the additional information or within 15 days after the 45-day deadline to provide the additional information, whichever is earlier.	180 days after receipt of adverse benefit determination.	45 days after Claims Administrators receipt of claim, unless no extension of up to 45 days is necessary due to matters beyond the control of the Claims Administrator. Notice of any extension will be provided before the end of the initial 45-day period. Such notice will explain why the extension is necessary and when the Claims Administrator expects to notify you of its decision.	60 days after receipt of adverse benefit determination of 1st level appeal.	At the next regularly scheduled meeting of the Board of Trustees following receipt of your request for 2nd level review. However, if your request for review is received within 30 days of the next regularly scheduled meeting, your request for review may be considered at the 2nd regularly scheduled meeting following receipt of your request. In special circumstances, a delay until the third regularly scheduled meeting following receipt of your request for review may be necessary. Advance notice in writing will be provided if this extension is necessary.

Type of Claim	Time Limit to Provide Notice of Claim Decision	Participant Time Limit to Provide Additional Information and Adjusted Deadline for claims Decision	Participant Time Limit to File 1st Level Appeal if Claim is Denied (to Administrator)	Time Limit to Determine 1st Level Appeal	Participant Time Limit to File 2nd Level Appeal if 1st Level Appeal is Denied (to Board of Trustees)	Time Limit to Determine 2nd Level Appeal by Board of Trustees
Death Benefit Due To Natural Cause Death Benefit Due To Natural Cause (For Which No Determina-tion of Disability is Needed)	90 days after Claims Administrator's receipt of Claim, unless an extension of up to 90 days is necessary due to matters beyond the control of the Claims Administrator. Notice of any extension will be provided before the end of the initial 90-day period. Such notice will explain why the extension is necessary and when the Claims Administrator expects to notify you of its decision.	Dates specified in extension notice.	60 days after receipt of adverse benefit determination.	60 days after Claims Administrators receipt of claim, unless an extension of up to 60 days is necessary due to matters beyond the control of the Claims Administrator. Notice of any extension will be provided before the end of the initial 60-day period. Such notice will explain why the extension is necessary and when the Claims Administrator expects to notify you of its decision.	60 days after receipt of adverse benefit determination of 1st level appeal.	60 days after Board of Trustee's receipt of claim, unless an extension of up to 60 days is necessary due to matters beyond the control of the Board of Trustees. Notice of any extension will be provided before the end of the initial 60-day period. Such notice will explain why the extension is necessary and when the Board of Trustees expects to notify you of its decision.
Accidental Death and Dismember-ment Insurance Benefit	Refer to your Certificate of Coverage	Refer to your Certificate of Coverage	Refer to your Certificate of Coverage	Refer to your Certificate of Coverage	Refer to your Certificate of Coverage	Refer to your Certificate of Coverage