

LONG-TERM DISABILITY PLAN

The Long-Term Disability Plan provides benefits to replace a portion of your income in the event you become disabled and cannot continue working full-time.

The Plan offers benefits for:

- Total and partial disability
- Rehabilitative employment
- Assisted living
- Survivor income.

Benefit Waiting Period

Benefit Waiting Period is defined as the period for which you must be continuously disabled before LTD Benefits become payable. No LTD Benefits are payable for the Benefit Waiting Period of 180 days. If you become disabled under the Own Occupation Definition of Disability (see page 34), you may receive a monthly benefit after you have met a 180-day Benefit Waiting Period.

Active Work Provisions

Active Work and Actively at Work mean performing with reasonable continuity the material duties of your own occupation at your employer's usual place of business.

You must be capable of Active Work on the day before the scheduled effective date of your insurance or your insurance will not become effective as scheduled. 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 insurance, your insurance will not become effective until the day after you complete one full day of Active Work as an eligible member. This Active Work requirement also applies to any increase in your insurance.

Definition of Disability

You are disabled if you meet one of the following definitions:

- Own Occupation Definition Of Disability;
- Any Occupation Definition Of Disability; or
- Partial Disability Definition.

Own Occupation Definition Of Disability

During the Benefit Waiting Period and the Own Occupation Period you are required to be disabled only from your own occupation. You are 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 material duties of your own occupation. The Own Occupation Period is as follows:

- Exempt employees - 24 months

- Non-exempt employees - 12 months

Note: You are not disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

During the Own Occupation Period you may work in another occupation while you meet the Own Occupation Definition of Disability. However, you will no longer be disabled when your work earnings from another occupation meet or exceed 80% of your indexed pre-disability earnings.

Any Occupation Definition Of Disability

During the Any Occupation Period you are required to be disabled from all occupations. You are disabled from all occupations if, as a result of physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Partial Disability

During the Benefit Waiting Period and the Own Occupation Period, you are partially disabled when you work 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 indexed pre-disability earnings in that occupation.

Types of LTD Benefits

Your monthly benefit will equal 66 2/3% of your monthly salary at the onset of your disability or \$25,000, whichever is less, minus 100% of the amount of any disability benefits you receive or are eligible to receive under Social Security (including amounts to which your dependents may be entitled due to your disability), Workers' Compensation or any government law, state disability benefits or any benefits you receive under any other plan of the J. Paul Getty Trust.

In no event will your monthly disability benefit payable from this plan be reduced to less than \$50 or 15% of your monthly benefit, whichever is the lesser amount.

Example: You earn \$36,000, or \$3,000 per month at the time you become disabled. Your maximum LTD benefit from all sources is 66 2/3% of \$3,000, or \$2,000 a month. This amount is reduced by any disability benefits you are eligible to receive from other sources. The Getty LTD plan will supplement those benefits so that your total benefit equals 66 2/3% of your normal salary, or \$2,000.

You may be considered disabled during and after the Benefit Waiting Period in any month in which you are gainfully employed, if an injury or sickness is

causing physical or mental impairment to such a degree of severity that you are unable to earn more than 80% of your monthly earnings in any occupation for which you are qualified by education, training, or experience. You are not considered disabled if you earn more than 80% of your monthly salary at the time of loss.

Assisted Living Benefit

If you suffer from a severe disability as defined by the carrier, you may be eligible to receive an additional 13 1/3% of the first \$37,500 of your pre-disability earnings, not to exceed \$5,000.

Return to Work Incentive

The Return to Work Incentive enables an individual receiving LTD benefits to replace up to 100% of his/her pre-disability earnings during the first 12 months of employment while qualified as partially disabled. After the first 12 months, the work incentive benefit will be equal to the monthly benefit amount less 50% of disability earnings.

Work Incentive Benefit – First 12 months

The Work Incentive Benefit is calculated as follows:

- 1) The monthly benefit amount and disability earnings amount will be added together and compared to monthly earnings.
- 2) If the total amount in item 1 exceeds 100% of pre-disability monthly earnings, the Work Incentive Benefit amount will be equal to the monthly benefit reduced by the amount of the excess.
- 3) If the total amount in item 1 does not exceed 100% of monthly earnings, the Work Incentive Benefit will be equal to the monthly benefit amount.

Example:

Monthly Pre-Disability Earnings		\$3,000
Maximum LTD Benefit	X	66 2/3%
Monthly LTD Benefit	=	\$2,000
Disability Earnings	+	\$1,500
Total	=	\$3,500
Amount Over Monthly Pre-Disability Earnings	=	-\$500
Total LTD Benefit + Part-Time Earnings Minus Amount Over Monthly Pre-Disability Earnings		\$3,000

Work Incentive Benefit - Second 12 months

After the first 12 months of gainful employment while disabled, the Work Incentive Benefit will be equal to the monthly benefit amount less 50% of disability earnings.

Example:

Monthly Pre-Disability Earnings		\$3,000
Maximum LTD Benefit	X	66 2/3%
Monthly LTD Benefit	=	\$2,000
Disability Earnings	+	\$1,500
Total	=	\$3,500
Less 50% of Work Incentive Benefit		-\$750
Total	=	\$2,750

Rehabilitative Employment Benefit

If your disability keeps you from returning to your regular job with the Getty either on a full-time or part-time basis, but allows you to perform another job full-time or part-time for which you are qualified either by education, training or experience, you are eligible for the Rehabilitative Employment Benefit.

For the first 12 months, your benefit equals your monthly total disability benefit plus your rehabilitation income, minus the amount you receive from rehabilitative employment that exceeds 100% of your salary amount earned before your disability began.

Example:

Monthly Pre-Disability Earnings		\$3,000
Maximum LTD Benefit	X	66 2/3%
Monthly LTD Benefit	=	\$2,000
Salary earned through rehabilitation employment	+	\$1,800
Total	=	\$3,800
Less amount above Pre-Disability Earning	-	\$800
Total	=	\$3,000

Rehabilitative Employment Benefit – Second 12 Months

After 12 months, the monthly benefit will be determined by reducing the monthly total disability benefit (66 2/3% of your monthly salary reduced by any other disability benefits or benefits you receive from the J. Paul Getty Retirement Plan or are eligible to receive) by 66 2/3% of your rehabilitative employment income.

If at any time your rehabilitative employment earnings equal or exceed 100% of your salary before such disability began (except during the first 12 months), your Rehabilitative Employment Benefits will stop.

Here's an example: Your pre-disability earnings are \$3,000 a month. Your partial disability allows you to return to work three days a week, or at 60% time. Now, you earn \$1,800 per month. Assuming you have no disability income from other sources, here's how your benefit is determined:

Monthly LTD Benefit	=	\$2,000
66 2/3% of the \$1,800 you earn through rehabilitation employment		-\$1,500
Adjusted Monthly LTD Benefit	=	\$800
Salary earned through rehabilitation employment	+	\$1,800
Maximum Total Income	=	\$2,600

Rehabilitation Plan Provision

While you are disabled you may qualify to participate in a Rehabilitation Plan. A Rehabilitation Plan means a written plan, program or course of vocational training or education that is intended to prepare you to return to work.

To participate in a Rehabilitation Plan you must complete the appropriate forms which will be provided by the carrier. The terms, conditions and objectives of the plan must be accepted by you and approved by the carrier in advance. The carrier has sole discretion to approve your Rehabilitation Plan. An approved Rehabilitation Plan may include payment of some or all of the expenses you incur in connection with the plan, including:

- a. Training and education expenses
- b. Family care expenses
- c. Job-related expenses
- d. Job search expenses

Mental Health Benefits

If your disability is due to:

1. A mental or emotional disorder of any type, or
2. Substance abuse

benefits will be paid for a maximum of 24 months per incident after the elimination period. Confinement in a hospital or institution licensed to provide care and treatment for mental or emotional disorders will not be counted as part of the 24-month limit.

Survivors Benefit

If you die while LTD Benefits are payable, and on the date you die you have been continuously disabled for at least 180 days, the plan will pay a Survivors Benefit according to 1 through 4 below.

- 1) The Survivors Benefit is a lump sum amount equal to 6 times your monthly LTD Benefit.
- 2) The Survivors Benefit will first be applied to reduce any overpayment of your claim.
- 3) The Survivors Benefit will be paid to any one or more of the following:
 - a. Your surviving spouse/eligible same-sex domestic partner;
 - b. Your surviving unmarried children, including adopted children, under age 25;
 - c. Your surviving spouse's/eligible same-sex domestic partner'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.

Maximum Benefit Period

Your total, partial and rehabilitative employment disability benefits will be paid up to your Social Security Normal Retirement Age (SSNRA). The SSNRA is your normal retirement age under the Federal Social Security Act, as amended.

Age as of Date Disability Begins	Maximum Period Payable
Under age 61	60 months
61	48 months
62	36 months
63	30 months
64	To SSNRA, but not less than 12 months
65	To SSNRA, but not less than 12 months
66	To SSNRA, but not less than 12 months
67	To SSNRA, but not less than 12 months
68 or older	12 months

Temporary Recovery

You may temporarily recover from your disability and then become disabled again from the same cause or causes without having to satisfy a new benefit waiting period. Temporary Recovery means you cease to be disabled for no longer than the applicable Allowable Period.

Allowable periods are defined as:

- 1) During the benefit waiting period: a total of 30 days of recovery.
- 2) During the maximum benefit period: 180 days for each period of recovery.

Effect Of Temporary Recovery

If your temporary recovery does not exceed the allowable period, the following will apply:

- 1) The pre-disability earnings used to determine your LTD Benefit will not change.
- 2) The period of temporary recovery will not count toward your Benefit Waiting Period, your Maximum Benefit Period or your Own Occupation Period.
- 3) No LTD Benefits will be payable for the period of Temporary Recovery.

- 4) No LTD Benefits will be payable after benefits become payable to you under any other disability insurance plan under which you become insured during your period of temporary recovery.
- 5) Except as stated above, the provisions of the group policy will be applied as if there had been no interruption of your disability.

When LTD Benefits End

Your LTD 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 LTD plan under which you become insured through employment during a period of temporary recovery.
- 5) The date you fail to provide proof of continued disability and entitlement to LTD Benefits.

Pre-Disability Earnings

Pre-disability earnings means your base monthly rate of earnings from your Employer. Your pre-disability earnings will be based on your base earnings in effect on your last full day of active work.

Pre-disability earnings do not include:

- Bonuses
- Overtime pay
- Incentive pay
- Commissions
- Shift differential pay
- Any other extra compensation

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.

Effect of New Disability

If a period of disability is extended by a new cause while LTD benefits are payable, LTD benefits will continue while you remain disabled. However, the following will apply:

- LTD benefits will not continue beyond the end of the original Maximum Benefit Period.

- The disabilities excluded from coverage, disabilities subject to limited pay periods, and limitations sections will apply to the new cause of disability.

Disabilities Excluded From Coverage

- 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.
- 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.
- Preexisting Condition - a mental or physical condition whether or not diagnosed or misdiagnosed:

- For which you have done any of the following:
 - Consulted a physician or other licensed medical professional;
 - Received medical treatment, services or advice;
 - Undergone diagnostic procedures, including self-administered procedures;
 - Taken prescribed drugs or medications;
- Which, as a result of any medical examination, including routine examination, is discovered or suspected at any time during the 360-day period just before your insurance becomes effective.

You are not covered for a disability caused or contributed to by a Preexisting Condition or medical or surgical treatment of a Preexisting Condition unless, on the date you become disabled, you have been:

- continuously insured under the group policy for 12 months; and
- actively at work for at least one full day after the end of that 12 months.
- Loss of License or Certification – You are not covered for a disability caused or contributed to by the loss of your professional license, occupational license or certification.
- Violent or Criminal Conduct - You are not covered for a disability caused or contributed to by your committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.

Disabilities Subject to Limited Pay Periods

Mental Disorders and Substance Abuse

Payment of LTD Benefits is limited to 24 months during your entire lifetime for a Disability caused or contributed to by any one or more of the following, or medical or surgical treatment of one or more of the following:

- Mental Disorders; or
- Substance Abuse.

However, if you are confined in a hospital solely because of a mental disorder at the end of the 24 months, 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, anxiety and anxiety disorders.

Rules For Disabilities Subject To Limited Pay Periods

If you are disabled as a result of a mental disorder or any physical disease or injury for which payment of LTD Benefits is subject to a limited pay period, and at the same time are disabled as a result of a physical disease, injury, or pregnancy that is not subject to such limitation, LTD Benefits will be payable first for conditions that are subject to the limitation.

No LTD Benefits will be payable after the end of the limited pay period, unless on that date you continue to be disabled as a result of a physical disease, injury, or pregnancy for which payment of LTD Benefits is not limited.

Limitations

Care of a Physician

You must be under the ongoing care of a physician in the appropriate specialty as determined by the carrier during the Benefit Waiting Period.

Foreign Residency

Payment of LTD Benefits is limited to 12 months for each period of continuous disability while you reside outside of the United States or Canada.

Imprisonment

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

Receiving Your Benefits

Your Long-Term Disability Plan benefits are paid directly to you. If you die, your survivor income benefits, if any, and the balance of any monthly disability benefits due to you, are paid to your beneficiary.

Beneficiary Designations

You can name any person or entity (such as your estate, or a personal trust) as a beneficiary. You can also name more than one beneficiary and indicate the amount you wish to be paid to each. You can indicate your beneficiary on a Beneficiary Designation Form. Forms are available at www.getty.edu/staff or you may request one from your Human Resources Coordinator.

Under community property law, a spouse has an ownership interest in 50% of the income earned or property acquired during the marriage. Therefore, in the case of a married participant, spousal consent is necessary if you name someone other than your spouse as the beneficiary.

If there is no surviving named beneficiary, payment may be made at the option of the insurance company in the following order:

- Your spouse or registered same-sex domestic partner
- Your children, including legally adopted children
- Your parents
- Your estate.

You should review your beneficiary designation periodically to make sure it reflects your current needs. As changes occur in your family, you may change your beneficiary at any time by completing a new Beneficiary Designation Form. Forms are available at www.getty.edu/staff or you may request one from your Human Resources Coordinator.

How to Claim Your Benefits

If you have a claim for disability benefits, contact HR Benefits within 30 days after your disability begins or as soon as reasonably possible. Claim forms are available at www.getty.edu/staff or you may request one from your Human Resources Coordinator.