

SUBJECT TO STATE FILING

**The Regents of the
University of
California**

Retired Employees

Accidental Death and
Dismemberment Coverage



Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

The Prudential Insurance Company of America
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542

If Prudential fails to provide you with reasonable and adequate service, you may contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
1-800-852-5494

FOR CALIFORNIA RESIDENTS

Prudential's Address:

**The Prudential Insurance Company of America
751 Broad Street
Newark, New Jersey 07102**

Customer Service Office:

**The Prudential Insurance Company of America
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, Pennsylvania 19176
1-800-524-0542**

Should you have a dispute concerning your coverage you should contact Prudential first. If the dispute is not resolved, you may contact the California Department of Insurance at the following address and phone number:

**California Department of Insurance
Consumer Services Division
300 South Spring Street
Los Angeles, California 90013
1-800-927-HELP**

<http://www.insurance.ca.gov/01-consumers/>

FOR FLORIDA RESIDENTS

The benefits of the policy providing your coverage are governed by the law of a state other than Florida.

FOR IDAHO RESIDENTS

If you need the assistance of the governmental agency that regulates the business of insurance, you can contact the Idaho Department of Insurance by contacting:

Idaho Department of Insurance
Consumer Affairs
700 W State Street, 3rd Floor
PO Box 83720
Boise ID 83720-0043

1-800-721-3272 or 208-334-4250 or www.DOI.Idaho.gov

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

**The Prudential Insurance Company of America
(800) 524-0542**

If you (a) need the assistance of the governmental agency that regulates insurance; or (b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or e-mail:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395

Complaints can be filed electronically at www.in.gov/idoi.

FOR MARYLAND RESIDENTS

The Group Insurance Contract providing coverage under this Certificate was issued in a jurisdiction other than Maryland and may not provide all of the benefits required by Maryland law.

FOR NORTH CAROLINA RESIDENTS

Notice: This Certificate of Insurance provides all of the benefits mandated by the North Carolina Insurance Code, but is issued under a group master policy located in another state and may be governed by that state's laws.

FOR TEXAS RESIDENTS

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM.

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

Problems with Your Insurance? – If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

Prudential's Customer Service Office:

**The Prudential Insurance Company of America
Prudential Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
1-800-524-0542**

You can also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can file a complaint electronically with the **OFFICE OF THE COMMISSIONER OF INSURANCE** at its website at <http://oci.wi.gov/>, or by contacting:

Office of the Commissioner of Insurance
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873
1-800-236-8517
608-266-0103

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: consumerprotection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Prudential first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: <http://www.tdi.texas.gov>

Email: consumerprotection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con Prudential primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es sólo para propósito de información y no se convierte en parte o condición del documento adjunto.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Retired Employee: The Retired Employee whose signature appears on the Foreword.

Certificate of Coverage

Prudential certifies that insurance is provided according to the Group Contract(s) for each Insured Retired Employee. Your Booklet's Schedule of Benefits shows the Contract Holder and the Group Contract Number(s).

Insured Retired Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Booklet's Schedule of Benefits and meet the requirements in the Booklet's Who is Eligible section. The When You Become Insured section of the Booklet states how and when you may become insured for each Coverage. Your insurance will end when the rules in the When Your Insurance Ends section so provide. Your Booklet and this Certificate of Coverage together form your Group Insurance Certificate.

Beneficiary for Retired Employee Death Benefits: See the Booklet's Beneficiary Rules.

Coverages and Amounts: The available Coverages and the amounts of insurance are described in the Booklet.

If you are insured, your Booklet and this Certificate of Coverage form your Group Insurance Certificate. Together they replace any older booklets and certificates issued to you for the Coverages in the Booklet's Schedule of Benefits. All Benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate.

The Prudential Insurance Company of America
751 Broad Street
Newark, New Jersey 07102

Foreword

We are pleased to present you with this Booklet. It describes the Program of benefits we have arranged for you and what you have to do to be covered for these benefits.

We believe this Program provides worthwhile protection for you and your family.

Please read this Booklet carefully. If you have any questions about the Program, we will be happy to answer them.

IMPORTANT NOTICE: *This Booklet is an important document and should be kept in a safe place. This Booklet and the Certificate of Coverage made a part of this Booklet together form your Group Insurance Certificate. Sign your name in the space below when you receive this Booklet.*

IMPORTANT INFORMATION FOR RESIDENTS OF CERTAIN STATES: *There are state-specific requirements that may change the provisions under the Coverage(s) described in this Group Insurance Certificate. If you live in a state that has such requirements, those requirements will apply to your Coverage(s) and are made a part of your Group Insurance Certificate. Prudential has a website that describes these state-specific requirements. You may access the website at www.prudential.com/etonline. When you access the website, you will be asked to enter your state of residence and your Access Code. **Your Access Code is 97000.***

If you are unable to access this website, want to receive a printed copy of these requirements or have any questions, call Prudential at 1-866-439-9026.

Signature of Retired Employee

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Schedule of Benefits

Covered Classes: The "Covered Classes" are the eligible Retired Employees of the Contract Holder (and its Associated Companies) as described in the Section entitled "Who is Eligible to Become Insured."

Program Date: January 1, 2019. This Booklet describes the benefits under the Group Program as of the Program Date.

- This Booklet and the Certificate of Coverage together form your Group Insurance Certificate. The Coverages in this Booklet are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes the Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.
- The Employer expects to continue the Group Program indefinitely. But the Employer reserves the right to change or end it at any time. This would change or end the terms of the Group Program in effect at that time for Retired Employees.

OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

BENEFIT AMOUNTS UNDER RETIRED EMPLOYEE INSURANCE:

You may enroll for one of the options below. However, the option for which you may enroll depends upon if you were enrolled for Accidental Death and Dismemberment Coverage as an active Employee on the day prior to your date of retirement. The option for which you enroll will be recorded by your Employer and reported to Prudential.

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance*
All Retired Employees	
Option 1	Any multiple of \$10,000 Maximum Amount: \$250,000
Option 2	\$10,000
Option 3	\$25,000
Option 4	\$50,000
Option 5	\$100,000

*If you were enrolled under Optional Accidental Death and Dismemberment Coverage as an active Employee on the day prior to the date of retirement, you may enroll in all Options up to a maximum of \$100,000. If you were enrolled under Optional Accidental Death and Dismemberment Coverage as an active Employee on the day prior to the date of retirement, with \$250,000 or more in Coverage, you may enroll in all Options up to a maximum of \$250,000. If you were not enrolled under Optional Accidental Death and Dismemberment Coverage as an active Employee on the day prior to the date of retirement, you may enroll in any Option up to a maximum of \$100,000.

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BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

The amount of insurance on your Qualified Dependent spouse or Domestic Partner is a percent of your amount of Retired Employee Insurance under the Coverage. The percent that applies on any date is shown below. It is based on the persons who are then your Qualified Dependents.

Persons who are your Qualified Dependents	Amount of insurance on each Qualified Dependent, as a percent of your Retired Employee Insurance
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Your spouse or Domestic Partner only	60% on your spouse or Domestic Partner*
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*Maximum Amount for your spouse or Domestic Partner:
\$150,000.

ADDITIONAL BENEFITS UNDER RETIRED EMPLOYEE AND DEPENDENTS INSURANCE:

For the purposes of determining benefits under the Coverage, Amount of Insurance does not include any additional amount payable as shown below.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt: An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$50,000.

Additional Amount Payable for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag: An amount equal to the lesser of:

- (1) 10% of the Amount of Insurance on the person; and
- (2) \$50,000.

Additional Amount Payable for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner: An amount equal to the least of:

- (1) the actual annual tuition charged for the program;
- (2) 5% of your Amount of Insurance; and
- (3) \$10,000.

This benefit is payable for only one year.

Additional Amount Payable for Return of Remains: An amount equal to the lesser of:

- (1) the amount of Return of Remains Expenses; and
- (2) \$50,000.

Additional Amount Payable for Bereavement and Trauma Counseling: An amount equal to the lesser of:

- (1) the actual cost charged for counseling sessions; and
- (2) \$100.

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This benefit is payable for up to 10 sessions per person.

Additional Amount Payable for Home Alteration and Vehicle Modification: An amount equal to the least of:

- (1) the actual cost charged for the alteration or modification;
- (2) 10% of the Amount of Insurance on the person; and
- (3) \$10,000.

Additional Monthly Amount Payable for Rehabilitation Expense: An amount equal to the lesser of:

- (1) 1% of the Amount of Insurance on the person; and
- (2) \$500.

This benefit will be paid monthly until the first of these occurs:

- (1) A Doctor determines that the person no longer needs rehabilitation.
- (2) The person fails to furnish any required proof of the person's continuing need for rehabilitation.
- (3) The person fails to submit to a medical exam by Doctors named by Prudential, at Prudential's expense, when and as often as Prudential requires.
- (4) The benefit has been paid for 24 consecutive months.

To Whom Payable: The benefits are payable to you with these exceptions:

- (1) Benefits for tuition reimbursement for your spouse or Domestic Partner will be paid to:
 - (a) your spouse or Domestic Partner, if living; or
 - (b) your spouse's or Domestic Partner's estate.
- (2) Benefits for any other of your Losses that are unpaid at your death or become payable on account of your death will be paid to your Beneficiary or Beneficiaries. (See Beneficiary Rules.)
- (3) If you are not living, benefits for a dependent's Losses are payable to the dependent who suffered the Loss. If that dependent is not living, the benefits will be paid to that dependent's estate.

OTHER INFORMATION

Contract Holder: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Group Contract No.: G-97000-CA-2, THE AGREEMENT FOR THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AND THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Associated Companies: Associated Companies are employers who are the Contract Holder's subsidiaries or affiliates and are reported to Prudential in writing for inclusion under the Group Contract, provided that Prudential has approved such request.

Contract Anniversary: January 1 of each year, beginning in 2018.

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Cost of Insurance: The insurance in this Booklet is Contributory Insurance. You will be informed of the amount of your contribution when you enroll.

Any contribution due but unpaid at your death will be deducted from the death benefit.

Prudential's Address:

The Prudential Insurance Company of America
80 Livingston Avenue
Roseland, New Jersey 07068

Claims Under the Plan

To file a claim or to file an appeal regarding denied claims, refer to the appeal section found later in this document. Any appeals regarding coverage denials that relate to eligibility requirements are subject to the UC Group Insurance Regulations. To obtain a copy of the Eligibility Claims Appeal Process, please contact the person who handles benefits at your location.

Who is Eligible to Become Insured

FOR RETIRED EMPLOYEE INSURANCE

You are eligible to become insured for Retired Employee Insurance while:

- You are in a Covered Class and are an eligible Retired Employee of the Employer as defined by The University of California Group Insurance Regulations.

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. "Class" means Covered Class, Benefit Class or anything related to work, such as position or earnings, which affects the insurance available.

The rules for obtaining Retired Employee Insurance are in the When You Become Insured section.

FOR DEPENDENTS INSURANCE

You are eligible to become insured for Dependents Insurance while:

- You are eligible for Retired Employee Insurance; and
- You have a Qualified Dependent.

Qualified Dependents (Family Members):

These are the persons for whom you may obtain Dependents Insurance:

Spouse: Your legal spouse.

Domestic Partner: A domestic partnership (same or opposite sex) registered with the State of California or a substantially equivalent partnership established in another jurisdiction is a domestic partnership for UC benefits purposes. A domestic partnership (same or opposite sex) that has not been registered with the State of California or is not a substantially equivalent partnership established in another jurisdiction must meet the following criteria to be a domestic partnership for UC benefits purposes:

- a) Parties must be each other's sole domestic partner in a long-term, committed relationship and must intend to remain so indefinitely.
- b) Neither party may be legally married or be a partner in another domestic relationship.
- c) Parties must not be related to each other by blood to a degree that would prohibit marriage in the law of the state in which the Employee resides.
- d) Both parties must be at least 18 years old and capable of consenting to the relationship.
- e) Parties must be financially interdependent.
- f) Parties must share a common residence.

Either a spouse or a Domestic Partner may be a Qualified Dependent under the Program at any one time, but not both at the same time.

No Dual Coverage

Eligible individuals may be covered for Optional Accidental Death and Dismemberment Coverage under only one of the following categories: as a Retired Employee, or a Family Member. If a Retired Employee and the Retired Employee's spouse or domestic partner are both eligible Subscribers, each may enroll separately or one may enroll and cover the other as a Family Member. If they enroll separately, neither may enroll the other as a Family Member.

More Information

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the "Group Insurance Eligibility Fact Sheet for Retirees and Eligible Family Members". A copy of this fact sheet is available in the HR Forms & Publications section of UCnet (ucnet.universityofcalifornia.edu). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

Exceptions:

Your spouse, Registered Domestic Partner or Domestic Partner is not your Qualified Dependent while insured under the Group Contract as a Retired Employee.

The rules for obtaining Dependents Insurance are in the When You Become Insured section.

When You Become Insured

FOR RETIRED EMPLOYEE INSURANCE

Your Retired Employee Insurance under a Coverage will begin the first day on which:

- You have enrolled, if the Coverage is Contributory; and
- You are in a Covered Class for that insurance; and
- That Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the benefits for which you are insured are those for your class, unless otherwise stated.

FOR DEPENDENTS INSURANCE

Your Dependents Insurance under a Coverage for a person will begin the first day on which all of these conditions are met:

- You have enrolled for Dependents Insurance under the Coverage, if the Coverage is Contributory.

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- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for Retired Employee Insurance under the Accidental Death and Dismemberment Coverage of the Group Contract, if any.
- Dependents Insurance under that Coverage is part of the Group Contract.

For Contributory Insurance, you must enroll on a form approved by Prudential and agree to pay the required contributions. Your Employer will tell you whether contributions are required and the amount of any contribution when you enroll.

At any time, the Dependents Insurance benefits for which you are insured are those for your class, unless otherwise stated.

Change in Family Status: It is important that you inform the Employer promptly when you first acquire a Qualified Dependent, and when you no longer have a Qualified Dependent. Forms are available for reporting these changes.

Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

This Coverage pays benefits for accidental Loss which results from an accident.

Loss means the person's:

- (1) loss of life.
- (2) total and permanent loss of sight.
- (3) total and permanent loss of speech.
- (4) total and permanent loss of hearing.
- (5) loss of hand or foot by severance at or above the wrist or ankle.
- (6) loss of thumb and index finger of the same hand or permanent loss of four fingers by severance at or above the point at which they are attached to the hand.
- (7) permanent loss of all toes on the same foot by severance at or above the point at which they are attached to the foot.
- (8) loss due to Quadriplegia, Triplegia, Paraplegia or Hemiplegia.
- (9) loss due to Coma.
- (10) Total and Permanent Disability.

A. BENEFITS.

Benefits for accidental Loss are payable only if all of these conditions are met:

- (1) The person sustains an accidental bodily Injury while a Covered Person.
- (2) The Loss results directly from that Injury and from no other cause.
- (3) The person suffers the Loss within 365 days after the accident. But, if the Loss is due to Coma or Total and Permanent Disability, that Loss:
 - (a) begins within 365 days after the accident;
 - (b) continues for 30 consecutive days; and
 - (c) is total, continuous and permanent at the end of that 30-day period.

Any benefit for a Loss due to Coma or Total and Permanent Disability will not begin until the end of the 30-day period in (b) above.

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For the purposes of the Coverage:

- (1) Exposure to the elements will be considered an accidental bodily Injury.
- (2) It will be presumed that the person has suffered a Loss of life if the person's body has not been found within one year of disappearance, stranding, sinking or wrecking of any vehicle in which the person was an occupant.

Not all such Losses are covered. See Losses Not Covered below.

Benefit Amount Payable: The amount payable depends on the type of Loss as shown below. All benefits are subject to the Limits below.

	Percent of the Person's Amount of Insurance
Loss of or by Reason of:	
Life	100
Sight of Both Eyes	100
Speech and Hearing in Both Ears	100
Both Hands	100
Both Feet	100
One Hand and One Foot	100
One Hand and Sight of One Eye	100
One Foot and Sight of One Eye	100
Quadriplegia	100
Triplesia	75
Paraplegia.....	75
Sight of One Eye.....	50
Speech	50
Hearing in Both Ears.....	50
One Hand	50
One Foot.....	50
Four Fingers of the Same Hand	50
Hemiplegia.....	50
All Toes on One Foot.....	26
Hearing in One Ear	25
Thumb and Index Finger of the Same Hand	25
Coma	1% per month, up to 100 months
Total and Permanent Disability.....	1% per month, up to 100 months

Limit Per Accident:

No more than the Amount of Insurance on a person at the time of the accident will be paid for all Losses resulting from Injuries sustained in that accident.

Optional Settlement: If an amount becomes payable under this Coverage at death, the person to whom it is payable and Prudential may then mutually agree to payment in other than one sum. This may be done only if that person is a natural person taking in that person's own right.

B. LOSSES NOT COVERED.

A Loss is not covered if it results from any of these:

- (1) Suicide or attempted suicide, while sane or insane.
- (2) Intentionally self-inflicted Injuries, or any attempt to inflict such Injuries.
- (3) Sickness, whether the Loss results directly or indirectly from the Sickness.
- (4) Medical or surgical treatment of Sickness, whether the Loss results directly or indirectly from the treatment.
- (5) Any bacterial or viral infection. But, this does not include:
 - (a) a pyogenic infection resulting from an accidental cut or wound; or
 - (b) a bacterial infection resulting from accidental ingestion of a contaminated substance.
- (6) Taking part in any insurrection.
- (7) War, or any act of war. War means declared or undeclared war, and includes resistance to armed aggression.
- (8) An accident that occurs while the person is serving on full-time active duty for more than 30 days in any armed forces. But this does not include Reserve or National Guard active duty for training.
- (9) Commission of or attempt to commit an assault or a felony.
- (10) Travel or flight in any vehicle used for aerial navigation, if any of these apply:
 - (a) the person is riding as a passenger in any aircraft not intended or licensed for the transportation of passengers.
 - (b) the person is performing as a pilot or a crew member of any aircraft.
 - (c) the person is riding as a passenger in an aircraft owned, operated, controlled or leased by or on behalf of the Contract Holder or any of its subsidiaries or affiliates.

This includes getting in, out, on or off any such vehicle.

The Claim Rules and the "To Whom Payable" part of the Schedule of Benefits apply to the payment of the benefits.

Additional Benefits under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

An additional benefit may be payable for a Loss for which a benefit is payable under the other terms of this Coverage or would be payable except for the Limitations of those terms. Any such benefit is payable in addition to any other benefit payable under this Coverage. The additional amount payable for each additional benefit is shown in the Schedule of Benefits. Any additional conditions that apply to an additional benefit are shown below. An additional benefit is payable only if those conditions are met.

(1) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using a Seat Belt:**

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

- (a) the person is a driver or passenger in an Automobile;
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer; and
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s).

Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(2) **Additional Benefit for Loss of Life as a Result of an Accident in an Automobile While Using an Air Bag:**

This additional benefit for the person's Loss of life only applies if this test is met.

The person sustains an accidental bodily Injury resulting in the Loss while:

- (a) the person is a driver or passenger in an Automobile;
- (b) the person is wearing a Seat Belt in the manner prescribed by the vehicle's manufacturer;
- (c) the actual use of a Seat Belt at the time of the Injury is verified in an official report of the accident, or is certified in writing by the investigating official(s);
- (d) the Automobile is equipped with a factory-installed Air Bag; and
- (e) a properly functioning Air Bag was deployed for the seat that the person occupied.

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Losses Not Covered under this Additional Benefit: A Loss is not covered under this additional benefit if it results from driving or riding in any Automobile used in a race or a speed or endurance test, for acrobatic or stunt driving, or for any illegal purpose.

(3) **Additional Benefit for Tuition Reimbursement for Your Dependent Spouse or Domestic Partner:**

This additional benefit for tuition reimbursement for your dependent spouse or Domestic Partner only applies if you suffer a Loss of life.

This additional benefit is payable for the person who:

- (a) is your spouse or Domestic Partner on the date of your death; and
- (b) enrolls in any professional or trades program within 36 months after the date of your death for the purposes of obtaining an independent source of support or enriching that spouse's or Domestic Partner's ability to earn a living. Proof of enrollment must be given to Prudential.

(4) **Additional Benefit for Return of Remains:**

This additional benefit for return of remains only applies if the person suffers a Loss of life and such Loss occurs outside a 100 mile radius of the person's home. It is payable for Return of Remains Expenses incurred to return the person's body home to the United States or Canada.

(5) **Additional Benefit for Bereavement and Trauma Counseling:**

This additional benefit only applies if the person requires bereavement and trauma counseling because you or your Qualified Dependent spouse or Domestic Partner suffers a Loss. It is payable for Bereavement and Trauma Counseling Sessions that are held within one year after the date of the accident causing the Loss.

(6) **Additional Benefit for Home Alteration and Vehicle Modification Expense:**

This additional benefit for Home Alteration and Vehicle Modification Expense only applies once. It applies if the person suffers a Loss that requires home alteration or vehicle modification.

(7) **Additional Benefit for Monthly Rehabilitation Expense:**

This additional benefit for Rehabilitation Expense only applies if both of these tests are met:

- (a) The person suffers a Loss.
- (b) A Doctor determines that rehabilitation is necessary to aid the person in returning to the normal activities of a person of the same age and gender.

Definitions under Optional Accidental Death and Dismemberment Coverage

FOR YOU AND YOUR DEPENDENTS

Some of the terms used in the Coverage:

Air Bag: An inflatable safety device that: (1) meets published federal safety standards; (2) is installed by the Automobile's manufacturer; and (3) is not altered after that installation.

Automobile: A validly registered:

- (1) vehicle that may be legally driven with the standard issue class of motor vehicle driver's license and no additional class of license is necessary to operate this vehicle; or
- (2) four wheel, two axle private passenger motor vehicle.

But Automobile does not include: (1) a motor vehicle intended for off-road use; or (2) a motor vehicle being used without the owner's permission.

Bereavement and Trauma Counseling Sessions: Sessions with a licensed psychiatrist, psychologist or other medical professional acting within the scope of the license: (1) that is essential to assist in coping with the Loss for which it is provided; and (2) for which a charge is made.

Coma: A profound state of unconsciousness from which the person cannot be aroused, even by powerful stimulation, as determined by the person's Doctor.

Hemiplegia: The total and permanent paralysis of the upper and lower limbs on one side of the body.

Home Alteration and Vehicle Modification Expenses: One-time expenses that are charged for:

- (1) alterations to your residence that are necessary to make the residence accessible and habitable to a person who has suffered a Loss; or
- (2) modifications to a motor vehicle owned or leased by a person that are needed to make such vehicle accessible to or drivable by the person.

Such alteration or modification must be made: because of the Loss; completed by individuals experienced in such alteration or modification; meet appropriate marketing standards; and be in compliance with any applicable laws or regulations of appeal by any appropriate government authority.

The term does not include charges that exceed the reasonable and customary charges for similar alterations and modifications in the locality where the charges are incurred.

Paraplegia: The total and permanent paralysis of both lower limbs.

Quadriplegia: The total and permanent paralysis of both upper and both lower limbs.

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Rehabilitation Expense: An expense that a Doctor has determined is necessary to enable the injured person to return to the normal activities of a person of the same age and gender. Rehabilitation Expense includes: (1) the expense for treatment by a rehabilitation therapist who is licensed, registered and/or certified to provide such treatment; and (2) the expense of confinement in a health care facility for rehabilitation.

Return of Remains Expenses: Expenses for: (1) embalming; (2) cremation; (3) a coffin; and (4) transportation of the remains.

Seat Belt: Any: (1) passive restraint device for an adult that meets published federal safety standards, is installed by the Automobile's manufacturer and is not altered after that installation; or (2) federally approved, properly installed child safety seat.

Total and Permanent Disability: A person is Totally and Permanently Disabled when:

- (1) Total Disability exists; and
- (2) Total Disability is such that condition (2) of the below Total Disability definition will be met for the rest of the person's lifetime.

Total Disability: A person is Totally Disabled when:

- (1) The person is not working at any job for wage or profit; and
- (2) Due to accidental bodily Injury:
 - (a) the person is not able to perform, for wage or profit, the material and substantial duties of that person's occupation; and
 - (b) beyond one year after the person sustains the Injury, the person is not able to perform, for wage or profit, the material and substantial duties of any job for which the person is reasonably fitted by the person's education, training or experience.

Triplesia: The total and permanent paralysis of three limbs.

General Information

BENEFICIARY RULES

The rules in this section apply to insurance payable on account of your death, when the Coverage states that they do. But, if there is an assignment, these rules are modified by the Limits on Assignments section.

“Beneficiary” means a person chosen, on a form approved by Prudential, to receive the insurance benefits.

You have the right to choose a Beneficiary for each Coverage under this Prudential Group Contract.

If there is a Beneficiary for the insurance under a Coverage, it is payable to that Beneficiary. Any amount of insurance under a Coverage for which there is no Beneficiary at your death will be payable to the first of the following: Your (a) surviving spouse, Registered Domestic Partner or Domestic Partner; (b) surviving child(ren) (defined as natural born, adopted or children for whom you have legal guardianship)(child or children of a deceased child shall take the share of such child by representation); (c) surviving parents in equal shares; (d) surviving siblings in equal shares; (e) estate. This order will apply unless otherwise provided in the Limits on Assignments.

You may change the Beneficiary at any time without the consent of the present Beneficiary. The Beneficiary change form must be filed through the Contract Holder. The change will take effect on the date the form is signed. But it will not apply to any amount paid by Prudential before it receives the form.

If there is more than one Beneficiary but the Beneficiary form does not specify their shares, they will share equally. If a Beneficiary dies before you, that Beneficiary's interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

If you and a Beneficiary die in the same event and it cannot be determined who died first, the insurance will be payable as if that Beneficiary died before you.

MODE OF SETTLEMENT RULES

The rules in this section apply to Accident Insurance payable on account of a Covered Person's death. But these rules are subject to the Limits on Assignments section.

Insurance payable on account of a Covered Person's death is normally paid to the Beneficiary in one sum. Subject to applicable law, where the amount of the benefit meets Prudential's current minimum requirement, payment in one sum will be made by establishing a retained asset account in the Beneficiary's name, unless the Beneficiary elects another settlement or payment option available at the time of claim, and the benefit distribution will be deemed complete when the account is established. The retained asset account is an interest-bearing draft account backed by the financial strength of Prudential. Funds are held in Prudential's general account or elsewhere as Prudential may direct and an account in the Beneficiary's name is credited interest at a rate set by Prudential's discretion, subject to a minimum rate that will change no more than once every 90 days on advance notice to the Beneficiary. The Beneficiary is provided a draftbook and has immediate access to the entire amount by writing drafts for any amount up to the account balance. The retained asset account is not a bank account and is not insured by the Federal Deposit Insurance Corporation; it is a contractual undertaking between Prudential and the Beneficiary. Further information about the

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account is provided at the time of claim. Prudential may at its discretion provide other forms of payment in one sum. But another mode of settlement may be arranged with Prudential for all or part of the insurance, as stated below.

Arrangements for Mode of Settlement: You may arrange a mode of settlement by proper written request to Prudential.

If, at a Covered Person's death, no mode of settlement has been arranged for an amount of the person's Accident Insurance, the Beneficiary and Prudential may then mutually agree on a mode of settlement for that amount.

Conditions for Mode of Settlement: The Beneficiary must be a natural person taking in the Beneficiary's own right. A mode of settlement will apply to secondary Beneficiaries only if Prudential agrees in writing. Each installment to a person must not be less than \$20.00. A change of Beneficiary will void any mode of settlement arranged before the change.

Choice by Beneficiary: A Beneficiary being paid under a mode of settlement may, if Prudential agrees, choose (or change the Beneficiary's choice of) a payee or payees to receive, in one sum, any amount which would otherwise be payable to the Beneficiary's estate.

Prudential has prepared information about the modes of settlement available. Ask the Contract Holder for this.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, insurance under any other Coverage providing death benefits may be assigned either as a gift assignment or as a value assignment made in consideration of terminal illness. Any rights, benefits or privileges that you have as a Retired Employee may be assigned. This includes any right you have to choose a Beneficiary or to convert to another contract of insurance. Prudential will not decide if an assignment does what it is intended to do. Prudential will not be held to know that one has been made unless it or a copy is filed with Prudential through the Contract Holder.

This paragraph applies only to insurance for which you have the right to choose a Beneficiary, when that right has been assigned. If an assigned amount of insurance becomes payable on account of your death and, at your death, there is no Beneficiary chosen by the assignee, it will be payable to:

- (1) the assignee, if living; or
- (2) the estate of the assignee, if the assignee is not living.

It will not be payable as stated in the Beneficiary Rules.

DEFINITIONS

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder has the right to and may require your direct contribution to the cost of coverage. Non-contributory Insurance premiums are paid by the Contract Holder, usually without direct contribution from you. The rate for Non-contributory insurance may be determined, or in some cases, reduced, in part, based on your contributions for contributory insurance or other benefits offered to you under the Contract Holder benefit plan.

Coverage: A part of the Booklet consisting of:

- (1) A benefit page labeled as a Coverage in its title.
- (2) Any page or pages that continue the same kind of benefits.
- (3) A Schedule of Benefits entry and other benefit pages or forms that by their terms apply to that kind of benefits.

Covered Person under a Coverage: A Retired Employee who is insured for Retired Employee Insurance under that Coverage; a Qualified Dependent for whom a Retired Employee is insured for Dependents Insurance, if any, under that Coverage.

Dependents Insurance: Insurance on the person of a dependent.

Doctor: A licensed practitioner of the healing arts acting within the scope of the license.

Domestic Partner: A domestic partnership (same or opposite sex) registered with the State of California or a substantially equivalent partnership established in another jurisdiction is a domestic partnership for UC benefits purposes. A domestic partnership (same or opposite sex) that has not been registered with the State of California or is not a substantially equivalent partnership established in another jurisdiction must meet the following criteria to be a domestic partnership for UC benefits purposes:

- a) Parties must be each other's sole domestic partner in a long-term, committed relationship and must intend to remain so indefinitely.
- b) Neither party may be legally married or be a partner in another domestic relationship.
- c) Parties must not be related to each other by blood to a degree that would prohibit marriage in the law of the state in which the Employee resides.
- d) Both parties must be at least 18 years old and capable of consenting to the relationship.
- e) Parties must be financially interdependent.
- f) Parties must share a common residence.

Retired Employee: A person who has retired from employment of the Employer and is eligible for Retiree welfare benefits.

Retired Employee Insurance: Insurance on the person of a Retired Employee.

The Employer: Collectively, all employers included under the Group Contract.

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

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Sickness: Any disorder of the body or mind of a Covered Person, but not an Injury; pregnancy of a Covered Person, including abortion, miscarriage or childbirth.

You: A Retired Employee.

CLAIM RULES

These rules apply to payment of benefits under a Coverage when the Coverage states that they do.

Proof of Loss: Prudential must be given written proof of the loss for which claim is made under the Coverage. This proof must cover the occurrence, character and extent of that loss. It must be furnished within 90 days after the date of the loss. But, if any Coverage provides for periodic payment of benefits at monthly or shorter intervals, the proof of loss for each such period must be furnished within 90 days after its end.

A claim will not be considered valid unless the proof is furnished within these time limits. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if the proof is furnished as soon as reasonably possible.

When Benefits are Paid: Benefits are paid when Prudential receives written proof of the loss. But, if a Coverage provides that benefits are payable at equal intervals of a month or less, Prudential will not have to pay those benefits more often.

Physical Exam and Autopsy: Prudential, at its own expense, has the right to examine the person whose loss is the basis of claim. Prudential may do this when and as often as is reasonable while the claim is pending. Prudential also has the right to arrange for an autopsy in case of accidental death, if it is not forbidden by law.

Legal Action: No action at law or in equity shall be brought to recover on the Group Contract until 60 days after the written proof described above is furnished. No such action shall be brought more than three years after the end of the time within which proof of loss is required.

INCONTESTABILITY OF INSURANCE TO WHICH THE CLAIM RULES APPLY

This limits Prudential's use of a person's statements in contesting an amount of that insurance for which the person is insured. These are statements made to persuade Prudential to effect an amount of that insurance. They will be considered to be made to the best of the person's knowledge and belief. These rules apply to each statement:

- (1) It will not be used in a contest to avoid or reduce that amount of insurance unless:
 - (a) It is in a written application signed by the person; and
 - (b) A copy of that application is or has been furnished to the person.
- (2) It will not be used in the contest after that amount of insurance has been in force, before the contest, for at least two years during the person's lifetime.

NOT IN PLACE OF WORKERS' COMPENSATION INSURANCE

The Group Contract is not in place of and does not affect any requirement for coverage by Workers' Compensation Insurance.

When Your Insurance Ends

RETIRED EMPLOYEE AND DEPENDENTS INSURANCE

Your Retired Employee Insurance under a Coverage or your Dependents Insurance under a Coverage will end when the first of these occurs:

- You are no longer in the Covered Classes for the insurance.
- The part of the Group Contract providing the insurance ends.
- You make a written request to the Contract Holder to end your Retired Employee or Dependents Insurance under a Coverage.
- You fail to pay, when due, any contribution required for an insurance of the Group Contract. But, failure to contribute will not cause Non-Contributory Insurance to end, and failure to contribute for Dependents Insurance will not cause your Retired Employee Insurance to end.
- The insurance is Dependents Insurance under the Accidental Death and Dismemberment Coverage and your Retired Employee Insurance under that Coverage ends.

Your Dependents Insurance for a Qualified Dependent under a Coverage will end when that person ceases to be a Qualified Dependent for that Coverage. If you become legally separated, your spouse/Domestic Partner may be considered a Qualified Dependent until the end of the month in which the separation becomes final. For divorce or annulment, your spouse/Domestic Partner may be considered a Qualified Dependent until the end of the month in which the interlocutory decree becomes final. Your spouse/Domestic Partner will continue to be considered a Qualified Dependent only if he or she was insured under the Group Contract immediately before the legal separation, divorce, or annulment action.

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PLAN ADMINISTRATION

Plan Sponsorship and Paid Claims Administration

The Plan is administered in accordance with the University of California Group Insurance Regulations, applicable contracts/service agreements, evidence of coverage booklets and applicable state and federal laws. No person is authorized to provide benefits information not contained in these source documents, and information not contained in these source documents cannot be relied upon as having been authorized by Plan Administrator or Claims Administrator, as applicable. The terms of those documents apply if information in this document is not the same. The University of California Group Insurance Regulations will take precedence if there is a difference between its provisions and those of this document and/or the group insurance contracts. What is written in this document does not constitute a guarantee of plan coverage or benefits--particular rules and eligibility requirements must be met before benefits can be received.

This section describes how the Plan is administered and what your rights are.

Plan Sponsor and Administration of the Plan

The University of California is the Plan sponsor and the President of the University (or his/her delegates) is the Plan Administrator for the Plan eligibility and enrollment provisions described in this insert to the Plan Evidence of Coverage booklet. If you have a question about eligibility or enrollment, you may direct it to:

University of California
Human Resources and Benefits
300 Lakeside Drive
Oakland, CA 94612
(800) 888-8267

Any appeals regarding coverage denials that relate to eligibility or enrollment requirements are subject to the University of California Group Insurance Regulations. To obtain a copy of the Eligibility Claims Appeal Process, please contact the person who handles benefits for your location (or the UC Customer Service Center if you are a Retiree or Survivor).

Claims Administrator

Claims and appeals for benefits under the Plan are processed by The Prudential Insurance Company of America. If you have a question about benefits under the Plan or about a specific claim, please refer to the appeal section found later in this document and/or contact The Prudential Insurance Company of America at the following address and phone number:

The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, Pennsylvania 19101
1-(800) 524-0542

Group Contract Number

The Group Contract Number for this Plan is G-97000-CA-2

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Type of Plan

This Plan provides group health and welfare benefits. This plan is one of the benefit plans offered under the University of California Health and Welfare Programs for eligible Retired Employees.

Plan Year

The plan year is January 1 through December 31.

Plan Benefits Provided by

For all purposes of this Group Contract, the Employer/Policyholder acts on its own behalf or as an agent of its employees. Under no circumstances will the Employer/Policyholder be deemed the agent of The Prudential Insurance Company of America, absent a written authorization of such status executed between the Employer/Policyholder and The Prudential Insurance Company of America. Nothing in these documents shall, of themselves, be deemed to be such written execution.

The Prudential Insurance Company of America as Claims Administrator has the sole discretion to interpret the terms of the Group Contract, to make factual findings, and to determine eligibility for benefits. The decision of the Claims Administrator shall not be overturned unless arbitrary and capricious.

Continuation of the Plan

The University of California intends to continue the Plan of benefits described in this booklet indefinitely but reserves the right to terminate or amend the benefits provided under this or any University-sponsored plan at any time. Plan benefits are not accrued or vested benefit entitlements. Any such amendment or termination shall be carried out by the president or his or her delegates. The portion of the premiums the University pays is determined by UC and may change or stop altogether, and may be affected by the state of California's annual budget appropriation.

Coverage under the Plan is eliminated when the group contract between the University and Plan Vendor is terminated. Benefits will cease to be provided as specified in the contract and you may have to pay for the cost of those benefits incurred after the contract terminates. You may be entitled to continued benefits under terms which are specified elsewhere in this document. (If you apply for an individual conversion plan, the benefits may not be the same as you had under the Plan.)

Financial Arrangements

The benefits under the Plan are paid by The Prudential Insurance Company of America under a Group Service Agreement (insurance contract). The cost of the premiums for the Accidental Death and Dismemberment Insurance Plan is paid entirely by the participating employees.

Agent for Service of Legal Process

Legal process may be served on The Prudential Insurance Company of America and on the University of California at the addresses listed above.

Your Rights under the Plan

As a participant in a University of California Plans, you are entitled to certain rights and protection. All plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and other specified sites, all Plan document, including the Group Service Agreement (insurance contract), at a time and location mutually convenient to the participant and the Plan Administrator.

Obtain copies of all plan documents and other information for a reasonable charge upon written request to the Plan Administrator.

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How to File a Claim

You or your dependents may obtain claim forms from your local Benefits Office. You should protect your rights by filing your claim promptly with The Prudential Insurance Company of America at the address listed above.

A claim is payable promptly upon receipt of certification of death. A certified death certificate with a raised seal should be sent to Prudential with the claim form.

Your beneficiary should receive timely notification from Prudential about whether benefits will be received under the plan. If Prudential needs more time to make a determination, your beneficiary will be notified within 90 days and told why. No more than an additional 90 days may be used to process the claim.

If a claim is denied, your beneficiary will receive a notice from Prudential that states the reasons for the denial and describes any additional information needed. Your beneficiary may, within 60 days after receiving notice of the denial, formally appeal the denial in writing. The appeal should state the specific reasons, with reference to the plan provisions, why the claim should not be denied.

The Prudential has 45 days from the date the formal appeal is received to reply in writing to your beneficiary regarding its decision. If circumstances require Prudential to use additional time to evaluate your beneficiary's appeal, no more than an additional 45 days may be used, and your beneficiary will be notified if the extension of time is needed and why. Prudential's decision is final.

If your beneficiary feels the claim has been wrongfully denied, he or she may have the matter reviewed by the California Department of Insurance by writing: State of California, Department of Insurance, 300 South Spring Street, Los Angeles, CA 90013. The telephone numbers are (800) 927-4357 and (213) 897-8921.

Claim Fraud

When filing a claim, it is fraudulent to knowingly provide false information or omit relevant facts. Criminal and/or civil penalties can result from such acts.

Coverage for an Employee or covered Dependent may be terminated if fraud or deception is used to enroll in the Plan, or for knowingly permitting such fraud or deception by another. Such termination shall be effective upon the mailing of written notice by the University to the Employee. Termination of coverage of a Dependent for fraud shall not cancel the enrollment of other family members. Termination of coverage for an Employee shall automatically cancel the enrollment of all covered Dependents.

Nondiscrimination Statement

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

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

January 1, 2019

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