UNIVERSITY OF CALIFORNIA
EMPLOYEE-PAID DISABILITY INSURANCE PLAN

TO EMPLOYEE: Sign in the space provided below immediately upon receipt of this Certificate.

______________________________
Signature of Employee

The Prudential

Certificate of Coverage

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

Insured Employee: You are eligible to become insured under the Group Contract if you are in the Covered Classes of the Certificate's Schedule of Benefits and meet the requirements in the Who is Eligible section. The When You Become Insured section of the Certificate 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.

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

If you are insured, this Group Insurance Certificate replaces any older Certificates issued to you for the Coverages in this Certificate'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
Foreword

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

The University believes this Program provides worthwhile protection for you and your family.

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

IMPORTANT NOTICE: This Certificate is an important document and should be kept in a safe place. Sign your name in the space provided on the front cover when you receive this Certificate.

The Employee-Paid Disability (EPD) Insurance Plan described here is fully governed by the terms and conditions of contracts between The Regents of the University of California and The Prudential Insurance Company of America, and by the University's Group Insurance Regulations. Those terms and conditions apply if information in this publication is not the same.

The benefits of the Employee-Paid Disability Insurance Plan are subject to change. The University of California intends to continue the Plan described in this certificate but reserves the right to terminate or amend it at any time. If you belong to an exclusively represented bargaining unit, some of your benefits may differ from the ones described here. Contact your Personnel or Labor Relations Office for more information.
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Schedule of Benefits

Program Date: February 1, 1996. This Certificate describes the benefits under the Group Program as of the Program Date.

You should know...

- The Coverages in this Certificate are available to you if you are included in the Covered Classes. Only those Coverages for which you become insured will apply to you. The rules for becoming insured are in this Certificate's When You Become Insured section.
- There is a Delay of Effective Date section. The rules of that section may delay the start of your insurance.
- The Delay of Effective Date section also applies to any change, including a change in class, unless otherwise stated.
- The Coverages are described more fully on later pages of this Certificate. Be sure to read these pages carefully. They show when benefits are or are not payable under the Group Contract. They also outline when your insurance ends and the conditions, limitations and exclusions that apply to the Coverages.
- A Definitions section is included in this Certificate, which defines many of the terms used in this Certificate, such as "Actively-At-Work".
- The Coverages in this Certificate are insured under a Group Contract issued by Prudential. All benefits are subject in every way to the entire Group Contract which includes this Group Insurance Certificate. It alone forms the agreement under which payment of insurance is made.

EMPLOYEE-PAID DISABILITY INSURANCE COVERAGE

- This Coverage pays benefits when you have a period of Total Disability. Benefits start after the Waiting Period. There is a Maximum Benefit Duration for each period of Total Disability.

Calendar Month: One of the twelve months of a Calendar Year.

Initial Duration: The Waiting Period plus 12 months.

Waiting Period:

For each Period of Total Disability due to Illness or accidental Injury, a period extending from the start of the period of Total Disability to the later of (a), (b) and (c):

(a) The completion of your waiting period.

(b) Your accumulated sick leave is used up to the required 30 calendar days (22 working days not including paid holidays).

(c) Your salary stops.

NOTE: Special requirements apply concerning your accumulated sick leave. Contact your Benefits Representative for additional information.

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Waiting Period:

The Waiting Period is the first 7 days* of Total Disability due to Illness or accidental Injury.

* You may choose a longer waiting period of 30 or 180 days. Your benefits will not change, only delay the date your benefits begin. Choosing a longer waiting period will also reduce your premium.

After you have begun your waiting period, if you return to work for the number of days equal to 20% or less of your waiting period, your Total Disability will be treated as continuous, and you will retain credit for the earlier period if disabled again for the same condition.

If you return to work for the number of days equal to more than 20% of your waiting period, and again become totally disabled due to the same condition, you will be required to restart the entire waiting period.

Assignments: The insurance is not assignable.

Maximum Benefit Duration for a period of your Total Disability after the first 12 months:

<table>
<thead>
<tr>
<th>Your Age on Date Total Disability Begins</th>
<th>Your Maximum Benefit Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under age 60</td>
<td>To age 65</td>
</tr>
<tr>
<td>From age 60 up to age 69</td>
<td>The lesser of 5 years or to age 70</td>
</tr>
<tr>
<td>From Age 69</td>
<td>12 months</td>
</tr>
</tbody>
</table>

Adjusted Benefit:

Initial Duration: The Adjusted Benefit is payable every two weeks during the first 12 months after the Waiting Period. For any Calendar Month the Adjusted Benefit is equal to the lesser of:

(1) Your Scheduled Benefit. This is the amount shown below, and

(2) An amount equal to (a) minus (b):
   
   (a) 70% of your monthly Earnings.

   (b) your Offset Amount for that Calendar Month.

After Initial Duration: The Adjusted Benefit is payable on a full Calendar Monthly basis. For any Calendar Month the Adjusted Benefit is equal to the lesser of:

(1) Your Scheduled Benefit. This is the amount shown below, and

(2) An amount equal to (a) minus (b):
   
   (a) 70% of your monthly Earnings.

   (b) your Offset Amount for that Calendar Month.

But your Adjusted Benefit for a full Calendar Month will not be less than $100.00.

Your Offset Amount is determined from the Schedule Supplement that follows this Schedule of Benefits.
Scheduled Benefit:

70% of your monthly Eligible Earnings, but not more than $10,000, for the first 12 months.
50% of your monthly Eligible Earnings but not more than $10,000, after the first 12 months.

The Definitions section explains what "Eligible Earnings" means.

OTHER INFORMATION

Contract Holder: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Group Contract No.: GO-97000A

Associated Companies: NONE

Employment Waiting Period: The following period of continuous full-time service with the Employer:
None.

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

Prudential's Address:

The Prudential Insurance Company of America
Western Group Operations
P.O. Box 9220
Van Nuys, California 91409
Schedule Supplement For Employee-Paid Disability Insurance Coverage

The Adjusted Benefit under Employee-Paid Disability Insurance Coverage in the Schedule of Benefits refers to your Offset Amount. That Offset Amount is determined from this Schedule Supplement. It describes the Periodic Benefits from other sources of income that are used to calculate your Offset Amount and how those Periodic Benefits are computed. Your Offset Amount will not include Periodic Benefits and Lump Sum Benefits that became payable prior to your date of disability. Your Offset Amount is used to determine your Adjusted Benefit under the Coverage, as outlined in the Schedule of Benefits.

**Offset Amount:** This is the amount used to determine your Adjusted Benefit under the Coverage for a full Calendar Month or part of a Calendar Month. It is equal to the total amount of payments or benefits which for that Calendar Month or part of a Calendar Month are Periodic Benefits (described below) payable to you based on your work and earnings, or would be so payable if timely claim for them were made.

In computing those Periodic Benefits for all or part of a Calendar Month, these rules apply:

1. If any Periodic Benefit is not payable on a full Calendar Month basis, it will be adjusted to that basis.
2. When any Periodic Benefit is payable or being determined for part of a Calendar Month, 1/30 of its full Calendar Month basis will be used for each day to which it applies in that part of the Calendar Month.

**Periodic Benefits:** These are all of the benefits you receive, or are entitled to receive upon timely pursuit of claim, listed in (A) through (F) below. As stated above, they will be used to find your Adjusted Benefit. A change in your Periodic Benefits under (A)(1), (B)(2), (B)(3), (E) or (F) which results other than from changes in your personal or family status and which becomes effective after benefits of the coverage commence for that period, shall be disregarded.

The Periodic Benefits are:

(A) Loss of time benefits payable for temporary disability, due to an Illness or Injury arising out of work for wages or profit with the Employer if the benefits are payable under or by reason of the following:
   1. Disability benefits provided by any federal, state, municipal, or other governmental agency, or any workers' compensation (temporary), occupational disease law or similar law, or any fund or other arrangement pursuant to any compulsory benefit act or law, or any benefit from any state unemployment insurance plan.
   2. The maritime doctrine of maintenance, wages and cure. This includes only the "wages" part of such benefits.

(B) Loss of time disability benefits payable under or by reason of:
   1. Any insurance or a health or welfare plan or other employee benefit plan where the Employer, directly or indirectly, has paid all or part of the cost or made payroll deductions.
      However this (B)(1) does not apply to University approved group disability benefits available to certain employees with respect to compensation that is not covered by University disability programs such as disability coverage of Health Sciences Supplemental Income.
(2) The United States Social Security Act as amended from time to time:

(a) This does not include Social Security benefits paid to your spouse or children for the first twelve months of Employee-Paid Disability benefits.

(b) This includes Social Security benefits paid to your spouse or children after the first twelve months of Employee-Paid Disability benefits.

This (2)(a) and (2)(b) does not include benefits paid to your former spouse or to your child living with such spouse.

(3) A state, Provincial or Federal law of the United States or Canada. This does not include a law providing benefits or payments due to military service or any benefits under a motor vehicle insurance contract.

(C) Payments made to you by the Employer as, or in place of, all or part of your wage or salary.

(D) Periodic benefits under the United States Social Security Act as a result of employment with any employer and as amended from time to time for any month after you reach age 62. This does not include:

(1) benefits for any month before you reach age 65, unless you choose to receive benefits for that month; or

(2) benefits paid to your former spouse or to your children living with such spouse; or

(3) Social Security Cost of Living Adjustments (COLA) made after benefits begin.

(E) Disability and retirement benefits from a defined benefit retirement plan to the extent the Plan is funded by employer contributions if they are from an insurance, annuity or pension contract, or a welfare or other employee benefit plan.

However, this (E) does not include benefits for any month before you reach age 65, unless you choose to receive benefits for that month.

(F) Disability or retirement benefits under any defined benefit plan for which a University employee receives credit for University service.

**Estimated Social Security Benefits:** This section applies with respect to disability benefits under the United States Social Security Act. As stated above, Periodic Benefits include benefits that would be payable if timely claim for them is made. In the case of Social Security benefits, this includes timely and diligent pursuit of benefits through each of these steps:

(1) Application for such benefits;

(2) Appeal at the reconsideration level, if benefits are denied.

(3) Appeal at the Administrative Law Judge level, if benefits are again denied.

Until you give Prudential written proof that you have completed the three-step process above, and benefits are finally denied, Prudential may:

(1) estimate your monthly Social Security benefit; and

(2) use that amount to determine your Adjusted Monthly Benefit after the first 12 months of EPD.
But, Prudential will not estimate Social Security benefits while your application and appeals are pending if you sign Prudential's Reimbursement Agreement.

If Prudential finds that the amount of benefits that should have been used to determine your Adjusted Benefit differs from the amount actually used, these rules apply:

(1) If benefits have been underpaid, Prudential will make a lump sum payment to bring the total payments to the amount that should have been paid.

(2) If benefits have been overpaid, Prudential may ask for a lump sum payment or, at its option, reduce or eliminate future payments, to the extent necessary to recover the overpayment. If Prudential reduces or eliminates future payments, the minimum Adjusted Benefit, if any, will not apply.

**Lump Sum Benefits:** If benefits payable under an occupational disease law or similar law (including the part of any damages or settlement made in place of such benefits) are paid in a lump sum, that sum will be treated as loss of time disability benefits unless otherwise stated in the award. The amount deemed to be paid monthly will be the amount:

(1) stated in the award, settlement or agreement as a periodic monthly benefit; or

(2) set by the law as the maximum periodic monthly benefit if the sum is not paid for a specific time period.

Other benefits treated as lump sum benefits include, but are not limited to the following:

(1) Lump-Sum Cashout from the University of California Retirement Plan (UCRP) -- A one-time offset in the month in which the Lump-Sum Cashout payment is made.

(2) Capital Accumulation Provision (CAP) benefit under UCRP -- A one-time offset in the month in which the CAP payment is made.

(3) Payment of Terminal Vacation Leave -- If the terminal vacation leave is paid out in a lump sum, it is not an offset for disability benefit purposes. If terminal vacation leave is paid out in periodic payments as regular pay, it is offset as any full or partial wage or salary payments or other payments by the University would be.

(4) Executive Severance Pay/Health Science Severance Pay -- Offset in the month in which the severance payment is received.

(5) Defined Contribution Retirement Plan benefits from a University-sponsored plan or from a plan sponsored by any other employer (e.g., TIAA-CREF) are not offset whether paid by lump sum or by periodic benefits.

(6) Settlements are offset if they are paid as wage replacement or in lieu of wages.

(7) Transition Assistance Payments from UCRP -- Transition Assistance Payments under the University's Voluntary Early Retirement Incentive Programs are offset against disability benefits for the number of months of salary being replaced but for no more than the number of months the individual was disabled.

In the event of a one-time payment under a special University program, such as any early retirement program or any other special program, the University directions announced at the time of the special payment will apply.
FOR YOU ONLY

This Coverage pays benefits when you have a period of Total Disability. Those benefits start after the Waiting Period. The benefits of Section A are subject to the provisions of Sections B, D and E.

Not all Total Disabilities are covered. See Section E below.

"Total Disability" exists when Prudential determines that all of these conditions are met:

(1) Due to a medically determinable physical or mental impairment resulting from a bodily injury or disease, both of these conditions are met:

(a) During the Initial Duration of a period of Total Disability, you are completely unable to perform any and every duty pertaining to your current occupation;

(b) After the Initial Duration of a period of Total Disability, you are completely unable to perform the material and substantial duties of any occupation for which you are reasonably fitted by your education, training or experience. The Initial Duration is shown in the Schedule of Benefits.

(2) You are not working at any job for wage or profit; and

(3) You are under the Direct and Continuous Care of a Doctor which began no later than 7 days following the day you were first unable to work.

"Direct and Continuous Care" means that you are seen and treated on an ongoing basis by a Doctor, not just in contact by phone with a Doctor.

A. BENEFITS FOR TOTAL DISABILITY.

Benefits are payable under this Section for a period of your Total Disability. Those benefits start on the first day after the Waiting Period (in the Schedule of Benefits) for that period of Total Disability. Benefits end when your period of Total Disability ends, the Maximum Benefit Duration is reached, or your fail to meet any requirement for benefits.

The benefits are payable for your period of Total Disability only if the period of Total Disability began while you were a Covered Person.

Amount Payable: Benefits are payable for your Total Disability past the Waiting Period. When benefits start for a period of Total Disability, the Adjusted Benefit is determined and payable every two weeks for the Initial Duration as shown under "Adjusted Benefit" in the Schedule of Benefits. After the Initial Duration, the Adjusted Benefit is payable monthly for each full Calendar Month of such Total Disability. An Adjusted Benefit is also determined and payable for any part of a Calendar Month made up of a day or days of such Total Disability. Benefits are not payable for more than the Maximum.

Benefit Duration: "Calendar Month" is defined in the Schedule of Benefits. The Adjusted Benefit and the Maximum Benefit Duration are shown in the Schedule of Benefits.
Successive Disabilities: This part applies if a period of your Total Disability starts after a prior period for which benefits were payable under this Coverage.

In that case, the later period will be treated as part of the prior period unless one of these conditions is met:

(1) During the first 12 months of benefits: Between the periods, you have performed, for wage or profit, all the material and substantial duties of a job with the Employer on a full-time basis for at least 4 consecutive weeks (20 consecutive workdays); or
   
   Beginning with the 13th month of benefits: Between the periods, you have performed, for wage or profit, all the material and substantial duties of a job with the Employer on a full-time basis for at least 6 consecutive months.

(2) The periods are due to wholly unrelated causes.

(3) You have returned to work for another employer and then become Totally Disabled in the period between the earlier and the later claim.

(4) You have returned to a job with the University and do not meet the eligibility requirements for this coverage.

B. REHABILITATION STATUS DURING TOTAL DISABILITY.

While you are receiving benefits under this Coverage you may ask Prudential to place you on rehabilitation status. If your request is approved by Prudential, being on rehabilitation status means that you may work for wage or profit and continue to receive some benefits under this Coverage. Such work will not, in itself, prevent you from meeting the requirements for Total Disability.

To be considered eligible and to remain eligible for rehabilitation status, your benefits under this Coverage and from all sources listed in the Periodic Benefits of the Schedule Supplement for Employee-Paid Disability Insurance Coverage must not be more than 80% of your earnings from University employment before the beginning of Total Disability. This includes any full or partial wages or other payments to you from any source of employment.

To be placed on rehabilitation status, you must make advance written request to Prudential: Prudential will decide if you will be placed on rehabilitation status and for how long. It will not be for more than 3 months. You will be notified in writing.

You must also request, in writing, to have your rehabilitation status extended. It will not be extended for more than 3 months at a time. In no event shall you be on rehabilitation status for more than a total of 12 months for all Total Disability due to the same or related causes. Rehabilitation status cannot be longer than the plan's maximum benefit period for your age and diagnosis.

The benefits for Total Disability payable while you are on rehabilitation status will be 70% of (1) minus (2):

(1) Your pre-disability income.

(2) Your earnings from such work while on rehabilitation status and from all sources listed in the Periodic Benefits of the Schedule Supplement for Employee - Paid Disability Insurance Coverage.

You must give Prudential any proof needed to confirm your earnings.
C. BENEFITS FOR EXPENSES OF REHABILITATION.

This Section applies if:

(1) you are Totally Disabled; and

(2) you are, or may become, entitled to benefits under this Coverage for that Total Disability.

Prudential may determine, after consulting your Doctor, that:

(1) you are able to be in a program of rehabilitation that may help you to be able to support yourself; and

(2) you should cease to be Totally Disabled and be able to support yourself after being in such program.

Prudential will determine the type of expenses that will be covered and when they may be incurred. Prudential will inform you of the terms under which payment will be made.

If you agree to be in that program, benefits will be payable for the covered expenses you are charged. Benefits will not be provided to the extent coverage for the expenses is required, or is available at no cost to you, under a law or governmental program which provides rehabilitation. Nor will benefits be provided to the extent that coverage for the expenses is provided by an insured or uninsured plan under which the Employer or any other employer has paid any of the cost or made payroll deductions.

D. BENEFIT LIMITATION.

This Section applies after the first 12 months of benefits if your Total Disability, as determined by Prudential, is caused at least in part by a mental, psychoneurotic or personality disorder or substance abuse. In such cases, benefits are not payable for your Total Disability for more than 24 months. If you are Totally Disabled at the end of the 24th month for which benefits are payable and you are Continuously Hospitalized for one or more of the disorders above at the end of the 24 month period, the following will apply: While you remain Totally Disabled, benefits are payable for the duration of that Hospitalization.

The 24 month limit is a lifetime maximum limit. But, benefits are not payable for more than the Maximum Benefit Duration.

"Continuously Hospitalized" means you are hospitalized at some point before the end of the 24 month period, but not necessarily from the beginning of the benefit period, and are discharged some time after the end of the 24 month period. Benefits will continue while you are hospitalized but not beyond the normal plan limits.

E. NOT COVERED.

(1) Any Total Disability caused, wholly or partly, by one or more of these:

   (a) Intentionally self-inflicted injury or attempted suicide while sane or insane.

   (b) War or any act of war. "War" means declared or undeclared war and includes resistance to armed aggression.

(2) A period of Total Disability, or part of such period, while you are confined in a prison or other house of correction due to a conviction in a court of law.
(3) A period of Total Disability as a result of participation in or the consequence of having participated in the commission of a crime.

(4) Any period of time during which you are not normally scheduled to work; this includes but is not limited to furlough, location-wide closures, suspension due to corrective action and other Leave Without Pay periods.

(5) After 12 months of benefits, a period of Total Disability which starts within a limited time and is due to a pre-existing Illness or Injury and any later related period of Total Disability. Such an Illness or Injury is one which was diagnosed or for which any charges were incurred or treatment was rendered (including examinations, laboratory test, diagnosis and/or prescription) within 90 days before the date you became a Covered Person. The limited time is one year starting on the date you became a Covered Person.

A later period of Total Disability is considered related to a prior period and will not be covered only if they are due to the same Illness or Injury and are not separated by both:

(a) your meeting the Actively-At-Work Requirement; and

(b) a continuous period of at least 90 days, entirely after you meet that Actively-At-Work Requirement, in which you incur no charges for that Illness or Injury (including examinations, laboratory test, diagnosis and/or prescription).

A charge is considered incurred on the date of the service or purchase for which the charge is made.

The benefits of this Coverage are payable to you. Payment will be made either every other week, or monthly, depending on whether the claim is in the Initial Duration or after it. The Claim Rules apply to payment of the benefits.
Who is Eligible to Become Insured

FOR EMPLOYEE INSURANCE
You are eligible for Employee Insurance while:

- You are a member of a defined benefit retirement plan to which the University contributes; and
- You are appointed to work at least 50% time for 12 months or more and you maintain average regular paid time equal to 20 hours or more per week.
- You are in a Covered Class*.

* 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.

This applies if you are an Employee of more than one employer included under the Group Contract: For the insurance, you will be considered an Employee of only one of those employers. Your service with the others will be treated as service with that one.

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

When You Become Insured

FOR EMPLOYEE INSURANCE

Prompt enrollment is important. You may enroll during your "Period of Initial Eligibility" (PIE), which begins on the day you become eligible and ends 31 days from the first date of eligibility, or the preceding business day for the local Accounting or Benefits Office if the 31st day is a weekend or holiday. If you do so, your Employee Insurance under a Coverage will begin the first day on which you become eligible, and:

- Your enrollment form is received in the local Benefits Office within your PIE, as defined above; and
- You are in pay status, as well as Actively-at-Work, based on your normally scheduled workday; and
- You are eligible for Employee insurance; and
- You are in a Covered Class for that insurance; and
- You have met any evidence requirement for Employee Insurance; and
- Your insurance is not being delayed under the Delay of Effective Date section below; and
• That Coverage is part of the Group Contract.

You must enroll on a form approved by Prudential and agree to pay the required contributions.

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

**NOTE:** You may also have an additional PIE if you lose coverage during Leave Without Pay or certain other situations. Contact your local Benefits Representative for more information.

**When evidence is required:** In any of these situations, you must give evidence of insurability. This requirement will be met when Prudential decides the evidence is satisfactory.

1. You enroll more than 31 days after you could first be covered.
2. You enroll after any of your insurance under the Group Contract ends because you did not pay a required contribution.
3. You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.
4. You want to shorten your waiting period.

### Delay of Effective Date

#### FOR EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will be delayed if you are not Actively-At-Work on the day your insurance would otherwise begin. Instead, it will begin on the day following the first full day you are Actively-At-Work, based on your normally scheduled workday and the other requirements for the insurance are met. The same delay rule will apply to any change in your insurance that is subject to this section. If you are not Actively-At-Work or the day that change would take effect, it will take effect on the day following the first full day you meet that requirement, based on your normally scheduled workday.
General Information

DEFINITIONS

Actively-At-Work: Means you are working full-time (not merely on pay status), based on your normally scheduled workday, for one full day, and have completed a full day's work at the University or at any other locations to which the University requires you to travel. This does not include work at home, however.

Calendar Year: A year starting January 1.

Contributory Insurance, Non-contributory Insurance: Contributory Insurance is insurance for which the Contract Holder requires your contributions. Non-contributory Insurance is insurance for which the Contract Holder does not currently require your contributions. The Schedule of Benefits shows whether insurance under a Coverage is Contributory Insurance or Non-contributory Insurance.

Coverage: A part of the Certificate 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 Classes: The "Covered Classes" are these Employees of the Contract Holder (and its Associated Companies): All Employees who are: (1) a member of a defined benefit retirement plan to which the University contributes, (2) appointed to work at least 50% time for 12 months or more and (3) maintain an average regular paid time equal to 20 hours or more per week.

Covered Person under a Coverage: An Employee who is insured for Employee Insurance under that Coverage.

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

Eligible Earnings: This means your monthly pay or salary which you receive under your academic, nonacademic, and/or administrative title(s) payable through the University. This includes such things as stipends for department chairs and shift differentials. It does not include:

(1) Overtime payments, (2) honoraria or payments in lieu of private practice, (3) general assistance "by-agreement" payments, (4) compensation for extension teaching, (5) compensation received for summer session or other vacation period employment which is more than regular salary, (6) any pay received which is more than 100% of the full-time equivalent of your regular and normal position, and (7) perquisites and any bonuses or other special compensation.

Employee: A person employed by the University of California. The term also applies to that person for any rights after insurance ends.

Employee Insurance: Insurance on the person of an Employee.

The Employer: The Regents of the University of California.

EPD: Employee-Paid Disability Insurance Coverage.

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Illness: 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.

Injury: Injury to the body of a Covered Person.

Prudential: The Prudential Insurance Company of America.

Total Disability: Total Disability exists and you will be considered totally disabled when Prudential determines that all of these conditions are met:

For the first 12 months of EPD Benefits:

(1) Due to a medically determinable physical or mental impairment resulting from a bodily injury or disease, you are completely unable to perform any and every duty pertaining to your current occupation;

(2) You are not working at any job for wage or profit; and

(3) You are under the direct and continuous care of a Doctor which began no later than 7 days following the day you were first unable to work.

From the 13th month of EPD Benefits:

(1) Due to a medically determinable physical or mental impairment resulting from a bodily injury or disease, you are completely unable to perform the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience;

(2) You are not working at any occupation for wage or profit; and

(3) You are under the direct and continuous care of a Doctor which began no later than 7 days following the day you were first unable to work.

You: An Employee.
CLAIM RULES

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

WHEN YOU HAVE A CLAIM

Each time a claim is made, it should be made without delay. Use a claim form, and follow the instructions on the form.

Filing a Claim

You may obtain claim forms from your local Benefits Office. You should protect your rights by filing your claim promptly with Prudential at the address shown on the claim form.

It is your responsibility to give Prudential the required objective medical evidence to verify your continuous total disability. You must also provide vocational and other information necessary for the evaluation of your claim for disability benefits. You cannot receive benefits without providing this information.

You will receive notification from Prudential within 7 to 70 calendar days of their receipt of a complete claim indicating whether you will receive benefits under the Plan. A complete claim consists of a completed Employee Statement, Attending Physician's Statement, and University Statement. If Prudential needs more time to make a determination, you will be notified of the reasons within 90 days.

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: 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.

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 your statements in contesting an amount of that insurance for which you are 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 your 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 you; and
   (b) A copy of that application is or has been furnished to you.

(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 your 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

EMPLOYEE INSURANCE

Your Employee Insurance under a Coverage will end when the first of these occurs:

Your membership in the Covered Classes for the insurance ends because your employment ends (see below) or for any other reason.

The part of the Group Contract providing the insurance ends.

You fail to pay, when due, any contribution required for an insurance of the Group Contract.

End of Employment: For insurance purposes, your employment will end when you are no longer in a Covered Class and Actively-At-Work for the Employer. But, under the terms of the Group Contract, the Contract Holder may consider you as still employed in the Covered Classes during certain types of absences from full-time work. This is subject to any time limits or other conditions stated in the Group Contract.

If you cease to be in a Covered Class for any reason, you should contact the Employer at once to determine what arrangements, if any, have been made to continue any of your insurance.
PLAN ADMINISTRATION

This section gives details of Plan administration and information on your rights under the Plan.

Sponsorship and Administration of the Plan

The University of California is the Plan sponsor and administrator for the Plan. If you have a question, you may direct it to:

University of California
Employee Benefits Plan Administration
300 Lakeside Drive, 5th Floor
Oakland, CA 94612-3557
(1-800) 888-UCOP

Claims under the Plan are processed by The Prudential Insurance Company of America at the following address and phone number:

The Prudential Insurance Company of America
Western Group Life and Disability Claim Division
P.O. Box 9135
Van Nuys, CA 91409-0035
(1-800) 368-7549
Office Hours: 8 a.m. - 4 p.m. PST
Monday through Friday

Employer Identification Number

The employer identification number assigned to The Regents of the University of California by the Internal Revenue Service is 94-2557406

Group Contract Number

The Group Contract Number for the Employee-Paid Disability Plan is GO-97000A.

Type of Plan

This Plan is a welfare plan that provides group disability insurance benefits. This Plan is one of the benefits offered under the University of California Employee Benefits Plan Administration.

Plan Year

The plan year is January 1 through December 31.

Continuation of the Plan

The University of California intends to continue the Plan described in this certificate but reserves the right to terminate or amend it at any time. The amendment or termination shall be carried out by the President or his or her delegates. The University's right to terminate or amend applies in the case of all employees and plan beneficiaries. Each year the University of California will determine the terms of the Plan and the amount of your contribution, if any.
Financial Arrangements

The benefits under the Plan are paid by The Prudential Insurance Company of America under an insurance contract. The cost of the EPD premiums is currently paid entirely by the Plan participants.

Agent for Serving of Legal Process

Legal process may be served on The Prudential Insurance Company of America at the following address:

The Prudential Insurance Company of America
Group Special Accounts Division
5800 Canoga Avenue
Woodland Hills, CA 91367

Legal process may be served on the University at the address listed above.

Your Rights under the Plan

As a participant in the University of California Employee-Paid Disability Plan, you are entitled to certain rights and protections. All Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, the plan documents, including insurance contracts at a time and place mutually convenient to you and the Plan Administrator.

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

Claim Fraud

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

Nondiscrimination Statement

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer. Inquiries regarding the University's affirmative action and equal opportunity policies may be directed to the Provost and Senior Vice President-Academic Affairs at 510-987-9020 (for academic employee-related matters) or to the Senior Vice President-Business and Finance at 510-987-9029 (for staff employee-related matters).