

# **The Regents of the University of California**

**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](http://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](http://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](mailto: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](mailto: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

Employee: The 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 Employee. Your Booklet'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 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 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](http://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.*

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*Signature of Employee*

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# Schedule of Benefits

**Covered Classes:** The "Covered Classes" are the eligible 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.

## OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE

### BENEFIT AMOUNTS UNDER EMPLOYEE INSURANCE:

You may enroll for one of the options below. The option for which you enroll will be recorded by your Employer and reported to Prudential.

#### Amount For Each Benefit Class:

<b>Benefit Classes</b>	<b>Amount of Insurance</b>
All Employees	
Option 1	Any multiple of \$10,000. Maximum Amount: \$500,000.
Option 2	\$125,000
Option 3	\$175,000

**Increases and Decreases:** You may elect to have your amount of insurance changed. You must do this on a form approved by Prudential and agree to make any required contributions.

This change will take effect on the date of your request if that date is a Contract Anniversary. If that date is not a Contract Anniversary, it will take effect on the next Contract Anniversary. But, if you are not meeting the Active Work Requirement when your amount of insurance would be changed, that change will be deferred until the date you meet that requirement.

### BENEFIT AMOUNTS UNDER DEPENDENTS INSURANCE:

The amount of insurance on each of your Qualified Dependents is a percent of your amount of 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.

<b>Persons who are your Qualified Dependents</b>	<b>Amount of insurance on each Qualified Dependent, as a percent of your Employee Insurance</b>
--------------------------------------------------	-------------------------------------------------------------------------------------------------

Your spouse or Domestic Partner only	60% on your spouse or Domestic Partner*
--------------------------------------	-----------------------------------------

Your child(ren) only	20% on each child**
Your spouse or Domestic Partner and child(ren)	50% on your spouse or Domestic Partner*; and 20% on each child**

\*Maximum Amount for your spouse or Domestic Partner: \$300,000.

\*\*Maximum for each Child: \$100,000.

**ADDITIONAL BENEFITS UNDER 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 Tuition Reimbursement for Your Dependent Child:** An amount equal to the least of:

- (1) the actual annual tuition, exclusive of room and board, charged by the School;
- (2) 5% of the Amount of Insurance on the person; and
- (3) \$1,500.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 26.

**Additional Amount Payable for Child Care Expenses for Your Dependent Child:** An amount equal to the least of:

- (1) the actual cost charged by such Child Care Center per year;

- (2) 5% of the Amount of Insurance on the person; and
- (3) \$5,000.

This benefit is payable annually for up to 4 consecutive years, but not beyond the date the child reaches age 13.

**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 Loss as a Result of Felonious Assault:** An amount equal to the lesser of:

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

**Additional Amount Payable for Your Spouse's or Domestic Partner's Loss of Life as a Result of a Common Accident:** An amount equal to the lesser of:

- (1) the difference between:
  - (a) the Amount of Insurance payable under the Coverage for your Loss of life; and
  - (b) the Amount of Insurance payable under the Coverage for your spouse's or Domestic Partner's Loss of life.
- (2) \$500,000.

**Additional Amount Payable for Your Child's Loss:** An amount equal to the lesser of:

- (1) the amount payable for that child's loss; and
- (2) \$100,000.

But, if the child sustains more than one Loss from the same accident, the amount will be equal to 200% of the amount payable for the one largest amount payable as a result of the child's Loss

**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.

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

**Additional Amount Payable for Emergency or Disaster Response Team Member Benefit:** An amount equal to the lesser of:

- (1) 10% of your Amount of Insurance; and
- (2) \$10,000.

**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 child care expenses or tuition reimbursement for your dependent children will be paid to the person or institution appearing to Prudential to have assumed the main support of the children.
- (3) Benefits for common accident will be paid to the person or institution appearing to Prudential to have assumed the main support of your dependent children.
- (4) 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.)
- (5) 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 2020.

**Cost of Insurance:** The insurance in this Booklet is Contributory Insurance. But there will be no contribution due for your first full or partial month's coverage when you enroll, and there will be no contribution difference due for your first full or partial month's coverage when you elect to increase your Amount of 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.

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# Who is Eligible to Become Insured

## FOR EMPLOYEE INSURANCE

### You are eligible for Employee Insurance while:

- You are an eligible Employee of the Employer as defined by The University of California Group Insurance Regulations; and
- You are in a Covered Class; and
- You have completed the Employment Waiting Period, if any. You may need to work for the Employer for a continuous full-time period before you become eligible for the Coverage. The period must be agreed upon by the Employer and Prudential. Your Employer will inform you of any such Employment Waiting Period for your class.

The University of California Group Insurance Regulations describe eligibility and other administrative rules and will take precedence, if there is a difference between its provisions and those of other plan documents, until those documents are amended to reflect those provisions. But in no event will those provisions supersede applicable insurance laws.

**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 subsidiary or affiliate of an employer included under the Group Contract:** For the insurance, you will be considered an Employee of only one of those subsidiaries or affiliates. 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.

## FOR DEPENDENTS INSURANCE

### You are eligible to become insured for Dependents Insurance while:

- You are eligible for 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.

**Child:** All eligible children must be under the limiting age of 26, except for a child who is incapable of self-support due to a mental or physical disability. The following categories are eligible:

- a) your natural or legally adopted children;
- b) your spouse's natural or legally adopted children (your stepchildren);
- c) your eligible domestic partner's natural or legally adopted children;
- d) grandchildren of you, your spouse or your eligible domestic partner;
- e) children for whom you are the legal guardian;
- f) children for whom you are legally required to provide group health insurance pursuant to an administrative court order. (Child must meet UC eligibility requirements.)

Any child attested above who is incapable of self-support due to a physical or mental disability may continue to be covered past age 26 provided:

- the plan-certified disability began before age 26, the child was enrolled in the Plan before age 26 and coverage is continuous;
- the child is chiefly dependent upon you, your spouse, or your eligible domestic partner for support and maintenance; (50% or more); and
- the child is claimed as yours, your spouse's or your eligible domestic partner's dependent for income tax purposes, or if not claimed as such dependent for income tax purposes, is eligible for Social Security Income or Supplemental Security Income as a disabled person, or working in supported employment which may offset the Social Security or Supplemental Security Income.

Except as provided below, application for coverage beyond age 26 due to disability must be made to the Plan 60 days prior to the date coverage is to end due to reaching limiting age. If application is received timely but the Plan does not complete determination of the child's continuing eligibility by the date the child reaches the Plan's upper age limit, the child will remain covered pending the Plan's determination. The Plan may periodically request proof of continued disability, but not more than once a year after the initial certification. Disabled children approved for continued coverage under a University-sponsored health and welfare plan are eligible for continued coverage under any other University-sponsored health and welfare plan; if enrollment is transferred from one plan to another, a

new application for continued coverage is not required; however, the new Plan may require proof of continued disability, but not more than once a year.

To apply for coverage for an Overage Disabled Child:

Application for coverage may be made for the overage disabled child of a newly eligible Employee, or for a newly acquired overage disabled child of an eligible Employee, under the same general terms as a disabled dependent child who is eligible to continue coverage past age 26 if:

- the disability began before age 26;
- the child had continuous medical coverage since age 26;
- application is made to the carrier during the child's period of initial eligibility; and
- the carrier approves the application.

### **No Dual Coverage**

Eligible individuals may be covered for Optional Accidental Death and Dismemberment Coverage under only one of the following categories: as an Employee, or a Family Member. If an Employee and the 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. Eligible children may be enrolled under either parent's or eligible domestic partner's coverage but not under both.

### **More Information**

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the "Complete Guide to Your UC Health Benefits". A copy of this booklet is available in the HR Forms & Publications section of UCnet ([ucnet.universityofcalifornia.edu](http://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, Domestic Partner or child is not your Qualified Dependent while insured under the Group Contract as an Employee.

**A child will not be considered the Qualified Dependent of more than one Employee.** If this would otherwise be the case, the child will be considered the Qualified Dependent of the Employee named in a written agreement of all such Employees filed with the Contract Holder. If there is no written agreement, the child will be considered the Qualified Dependent of:

- (1) the Employee who became insured for Dependent Life Insurance under the Group Contract with respect to the child, with the earliest coverage effective date; and otherwise
- (2) the Employee who has the longest continuous service with the Employer, based on the Contract Holder's records.

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



# When You Become Insured

## FOR EMPLOYEE INSURANCE

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

- You have enrolled, if the Coverage is Contributory; and
- You are eligible for Employee Insurance; and
- You are in a Covered Class for that 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.

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.
- The person is your Qualified Dependent.
- You are in a Covered Class for that insurance.
- You are insured for 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.

# Delay of Effective Date

## **FOR EMPLOYEE INSURANCE**

Your Employee Insurance under a Coverage will be delayed if you do not meet the Active Work Requirement on the day your insurance would otherwise begin. Instead, it will begin on the first day you meet the Active Work Requirement and the other requirements for the insurance. The same delay rule will apply to any change in your insurance that is subject to this section. If you do not meet the Active Work Requirement on the day that change would take effect, it will take effect on the first day you meet that requirement.

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# 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.

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.

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

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# 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.

**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 Tuition Reimbursement for Your Dependent Child:**

This additional benefit for tuition reimbursement for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Domestic Partner's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 26 who is:

- (a) your child who wholly depends on you for support and maintenance on the date of death; and
- (b) enrolled as a full-time student in a School on the date of death; or
- (c) in the 12th grade on the date of death and becomes a full-time student in a School within 365 days after that date.

Proof of enrollment must be given to Prudential.

**(5) Additional Benefit for Child Care Expenses for Your Dependent Child:**

This additional benefit for child care expenses for your dependent child only applies once. It applies if either: (a) you suffer a Loss of life; or (b) your Qualified Dependent spouse or Domestic Partner suffers a Loss of life. Date of death, as used below, refers to your or your spouse's or Domestic Partner's date of death depending upon whose Loss of life this additional benefit is payable.

This additional benefit is payable for each dependent child less than age 13 who:

- (a) is your child who wholly depends on you for support and maintenance on the date of death; and
- (b) is enrolled at a Child Care Center on the date of death; or
- (c) becomes enrolled at a Child Care Center within 120 days after the date of death.

Proof of enrollment must be given to Prudential.

**(6) 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.

**(7) Additional Benefit for Loss as a Result of Felonious Assault:**

This additional benefit only applies if you suffer a Loss that is the result of a Felonious Assault which occurs:

- (a) because of your employment; and
- (b) while you are Working for Your Employer or on an Authorized Business Trip.

**(8) Additional Benefit for Your Spouse's or Domestic Partner's Loss of Life as a Result of a Common Accident:**

This additional benefit for your spouse's or Domestic Partner's Loss of life only applies if all of these tests are met:

- (a) Your Qualified Dependent spouse or Domestic Partner is insured for Dependents Insurance under the Coverage on the date of the accident that results in your spouse's or Domestic Partner's Loss of life.
- (b) You and your spouse or Domestic Partner both suffer a Loss of life as a result of the same accident or separate accidents that occur within 48 hours of each other.
- (c) You have surviving dependent children on the date(s) of the accident(s).

**(9) Additional Benefit for Your Child's Loss:**

This additional benefit for a Qualified Dependent child's Loss only applies if both of these tests are met:

- (a) That Loss is not a Loss of life.
- (b) That child is insured for Dependents Insurance under the Coverage on the date of the accident that results in that Loss.

This benefit is not payable if the child dies within 365 days of the accident.

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

This additional benefit only applies if the person requires bereavement and trauma counseling because you, your Qualified Dependent spouse or Domestic Partner or your Qualified Dependent child suffer 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.



**(11) Additional Benefit for Emergency or Disaster Response Team Member:**

This additional benefit only applies if you suffer a Loss that results from an accident (including while riding in, getting into or out of an ambulance, airplane or helicopter) that occurs:

- (a) while you are a participating member of the Contract Holder's emergency or disaster response team;
- (b) while you are responding to a bona fide emergency or disaster as determined by the Contract Holder; and
- (c) while you are Working for Your Employer.

**(12) 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.

**(13) 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.

**Authorized Business Trip:** A trip that your Employer authorizes you to take for the purpose of furthering its business. An Authorized Business Trip: (1) starts when you leave your residence or Regular Place of Employment, whichever is later; and (2) ends when you return to your residence or Regular Place of Employment, whichever is earlier.

The term does not include Commuting to and from Work, vacations or leaves of absence.

**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.

**Child Care Center:** A facility or individual which:

- (1) operates pursuant to law, if locally required;
- (2) is not a family member; and
- (3) primarily provides care and supervision for children in a group setting on a regular, daily basis.

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

**Commuting to and from Work:** Leaving your primary residence and going directly to your Regular Place of Employment; and returning from your Regular Place of Employment and going directly to your primary residence. Such commuting must take place during a regular workday.

**Felonious Assault:** A Physical Attack by another person resulting in bodily harm to you. But, a Felonious Assault is not a moving violation as defined under the applicable state motor vehicle laws.

**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.

**Physical Attack:** Any willful or unlawful use of force or violence upon you with the intent to cause bodily injury to you. The Physical Attack must be considered a felony or misdemeanor in the jurisdiction in which it occurs.

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

**Regular Place of Employment:** The Employer's place of business at which you spend at least 50% of your working hours and which is located within 100 miles of your primary residence. Satellite offices located within 100 miles of your primary residence are also included.

**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.

**School:** An institution of higher learning. The term includes, but is not limited to, a university, college or trade school.

**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.

**Triplegia:** The total and permanent paralysis of three limbs.

**Working for Your Employer:** Performing the duties of your job with your Employer either on or off your Employer's premises. But the term does not include Commuting to and from Work, vacations or leaves of absence.

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# Right to Elect Accidental Death and Dismemberment Coverage under the Portability Plan

This right applies to the Optional Accidental Death and Dismemberment Coverage for Employees under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Optional Accidental Death and Dismemberment Coverage under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accidental death and dismemberment coverage under the Portability Plan if you meet all of these tests:

- (1) Your Optional Accidental Death and Dismemberment Coverage ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of the Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You meet the Active Work Requirement on the day your insurance ends.
- (3) You are less than age 80.
- (4) Your Amount of Insurance is at least \$20,000 under the Optional Accidental Death and Dismemberment Coverage on the day your insurance ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required to become insured under the Portability Plan.

The Portability Application Period is the 31 day period after your Optional Accidental Death and Dismemberment Coverage ends.

## **TERMS AND CONDITIONS OF THE PORTABILITY PLAN**

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of accidental death and dismemberment coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Optional Accidental Death and Dismemberment Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Optional Accidental Death and Dismemberment Coverage when your insurance ends, but not less than \$20,000.

The maximum amount of accidental death and dismemberment insurance under the Portability Plan is the lesser of 5 times your annual earnings and \$1,000,000.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.

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# Right to Elect Accident Coverage for Your Dependents under the Portability Plan

This right applies to the Optional Accidental Death and Dismemberment Coverage for your dependents under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when the Optional Accidental Death and Dismemberment Coverage for your dependents under the Group Contract ends. The terms and conditions of the Portability Plan will not be the same as those under this Group Contract. The amount of insurance available under the Portability Plan may not be the same as the amount under this Group Contract.

## **RIGHT TO APPLY FOR COVERAGE UNDER THE PORTABILITY PLAN**

A right under this section is subject to the rest of these provisions.

You will have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

- (1) The Optional Accidental Death and Dismemberment Coverage on the dependent ends because your Optional Accidental Death and Dismemberment Coverage for Employees under the Plan ends for any reason other than:
  - (a) your failure to pay, when due, any contribution required for it; or
  - (b) the end of the Optional Accidental Death and Dismemberment Coverage for all Employees when such Coverage is replaced by group accidental death and dismemberment insurance from any carrier for which you are or become eligible within the next 31 days.
- (2) You apply and become covered for accidental death and dismemberment coverage under the Portability Plan.
- (3) With respect to a dependent spouse or Domestic Partner, that spouse or Domestic Partner is less than age 80.
- (4) With respect to a dependent child, that child is less than age 26.
- (5) The dependent is covered for Optional Accidental Death and Dismemberment Coverage on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.
- (6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Optional Accidental Death and Dismemberment Coverage for Employees ends.

If you die, your spouse or Domestic Partner will have the right to apply for accident coverage under the Portability Plan if that spouse or Domestic Partner meets all of the tests in (3), (5) and (6) above.

If you die, your spouse or Domestic Partner will also have the right to apply for accident coverage under the Portability Plan for a Qualified Dependent child if:

- (1) that spouse or Domestic Partner applies and becomes covered for accident coverage under the Portability Plan; and
- (2) that child meets all of the tests in (4), (5) and (6) above.

If you divorce or your Domestic Partner ceases to be a Qualified Dependent, your spouse or Domestic Partner will have the right to apply for accident coverage under the Portability Plan if:

- (1) the Optional Accidental Death and Dismemberment Coverage on your spouse or Domestic Partner ends due to divorce or your Domestic Partner ceasing to be a Qualified Dependent; and
- (2) that spouse or Domestic Partner is less than age 80; and
- (3) that spouse or Domestic Partner is not confined for medical care or treatment, at home or elsewhere on the day the Optional Accidental Death and Dismemberment Coverage on that spouse or Domestic Partner ends.

## **PORTABILITY APPLICATION PERIOD**

You have the right to apply for accident coverage under the Portability Plan for your dependents during the Portability Application Period. In the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner has the right to apply for coverage under the Portability Plan during the Portability Application Period. Evidence of insurability is not required for a dependent to become insured under the Portability Plan.

The Portability Application Period is the 31 day period after the Optional Accidental Death and Dismemberment Coverage on the dependent ends.

## **TERMS AND CONDITIONS OF THE PORTABILITY PLAN**

The form, amount, first premium, and effective date will be as stated below.

**Form and Amount:** The form of accident coverage for dependents that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as those under the Group Contract.

**Amount:** Not more than the amount of insurance on the dependent under the Optional Accidental Death and Dismemberment Coverage when that insurance ends.

**First Premium:** The first premium is due to Prudential within 31 days of the date the first bill is issued.

**Effective Date:** The day after the Portability Application Period ends.



# 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

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, 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 an 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

**Active Work Requirement:** A requirement that an Employee be actively at work under the direction and control of the University at the Employer's place of business, or at any other place that the Employer's business requires the Employee to go.

**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:** An Employee who is insured for Employee Insurance under that Coverage; a Qualified Dependent for whom an 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.

**Employee:** A person employed by the Employer; a proprietor or partner of the Employer. The term also applies to that person for any rights after insurance ends.

**Employee Insurance:** Insurance on the person of an 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.

**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:** An Employee.

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## 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

## EMPLOYEE AND DEPENDENTS INSURANCE

Your Employee Insurance under a Coverage or your Dependents 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.
- The part of the Group Contract providing the insurance ends.
- You make a written request to the Contract Holder to end your 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 Employee Insurance to end.
- The insurance is Dependents Insurance under the Accidental Death and Dismemberment Coverage and your 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. (See Continued Coverage for an Incapacitated Child below.) 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.

**End of Employment:** For insurance purposes, your employment will end when you are no longer a full-time Employee 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 stop active full-time work for any reason, you should contact the person who handles benefits for your location at once to determine what arrangements, if any, have been made to continue any of your insurance.

**Continued Coverage for an Incapacitated Child:** This applies to the Dependents Insurance you have for a child. The insurance for the child will not end on the date the age limit in the definition of Qualified Dependent is reached if both of these are true:

- (1) The child is then incapable of self-support due to a mental or physical disability. Prudential must receive proof of this within the next 31 days.
- (2) The child otherwise meets the definition of Qualified Dependent.

If these conditions are met, the age limit will not cause the child to stop being a Qualified Dependent under that Coverage. This will apply as long as the child remains so incapacitated.

**Continued Insurance During Absence from Work Because of a Labor Dispute:** These provisions apply only if any part of the premium for the insurance under the Coverage is paid by the Employer under the terms of a collective bargaining agreement. They apply when your Employee or Employee and Dependents Insurance under the Coverage would otherwise end on any date because of your absence from work as a result of a labor dispute. Your insurance under the Coverage will not end on that date. It will be continued during such absence from work from the date it would have ended until the first of these occurs:

- (1) The end of the six month period immediately following the first day of your absence from work.
  - (2) The date you become actively engaged in work on a full-time basis for another employer.
  - (3) The first day you fail to pay, when due, any contribution required for the continued insurance. Your contribution will not be more than the premium that applies to your Covered Class on the first day of your absence from work.
  - (4) The first day the entity responsible for collecting Employee contributions fails to pay, when due, the premium required for the continued insurance following the cessation of work as a result of a labor dispute.
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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

### **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 Faculty and Staff.

### **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.

### **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, 5<sup>th</sup> 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