SUBJECT TO STATE FILING

The Regents of the University of California

Employee Term Life Coverage

Basic, Core and Supplemental Plans

Dependents Term Life Coverage

Basic and Expanded Plans

Prudential

Disclosure Notice

FOR ARKANSAS RESIDENTS

Prudential's Customer Service Office:

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

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

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

FOR CALIFORNIA RESIDENTS

Prudential's Address:

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

Customer Service Office:

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

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

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

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

FOR FLORIDA RESIDENTS

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

FOR IDAHO RESIDENTS

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

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

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

FOR INDIANA RESIDENTS

Questions regarding your policy or coverage should be directed to:

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

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

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

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

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

FOR MARYLAND RESIDENTS

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

FOR NORTH CAROLINA RESIDENTS

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

FOR TEXAS RESIDENTS

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

FOR WISCONSIN RESIDENTS

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

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

Prudential's Customer Service Office:

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

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

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

THIS NOTICE IS FOR TEXAS RESIDENTS ONLY

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

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

Email: consumerprotection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para someter una queja:

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

Email: consumerprotection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

UNA ESTE AVISO A SU POLIZA:

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

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

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. 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

Table of Contents

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.

BASIC EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	**Amount of Insurance**
All employees classified by the Contract Holder as eligible for Basic Employee Term Life Insurance who are members of the Public Employee Retirement System.	The lesser of (a) and (b): (a) an amount equal to your Base Salary Rate multiplied by the percent time of appointment as of January 1; and (b) $50,000; This amount is reduced by $5,000. The minimum benefit under this plan is $5,000.
All other Employees classified by the Contract Holder as eligible for Basic Employee Term Life Insurance.	The lesser of: (a) an amount equal to your Base Salary Rate multiplied by the percent time of appointment as of January 1; and (b) $50,000. The minimum benefit under this plan is $5,000

The Definitions section explains what “Base Salary Rate" means.

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

If the amount of your insurance under the Basic plan is reduced because your Covered Class changes, you may convert the amount of the reduction to an individual life insurance contract. The same rules and conversion period death benefit apply for that amount as would apply if you had then ceased to be insured under the Group Contract because of your transfer out of a Covered Class.

CORE EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees classified by the Contract Holder as eligible for Core Employee Term Life Insurance.	$5,000.

SUPPLEMENTAL EMPLOYEE TERM LIFE COVERAGE

BENEFIT AMOUNTS:

Amount For Each Benefit Class:

Benefit Classes	Amount of Insurance
All Employees classified by the Contract Holder as eligible for Supplemental Employee Term Life Coverage, according to the Plan selected by the Employee, as follows:	
Plan A	The lesser of: (a) an amount equal to your (100% time) Base Salary Rate; and (b) $250,000.
Plan B	The lesser of: (a) an amount equal to your (100% time) Base Salary Rate, times two (2); and (b) $500,000.
Plan C	The lesser of: (a) an amount equal to your (100% time) Base Salary Rate, times three (3); and (b) $750,000.

Plan D	The lesser of: (a) an amount equal to your (100% time) Base Salary Rate, times four (4); and (b) $1,000,000.
Plan E	$20,000.

The Definitions section explains what "Base Salary Rate" means.

Effect of Option to Accelerate Payment of Death Benefits: Your amount of insurance (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits.

Increases and Decreases- Change in Plan Option: You may elect to have your amount of insurance under the Supplemental Coverage changed. You must do this on a form approved by Prudential and agree to make any required contributions.

If you request a Plan option which results in a higher amount of insurance, you must give evidence of insurability. Such higher amount will become effective on the date Prudential decides the evidence is satisfactory and your insurance is not being delayed under the Delay of Effective Date section.

If you request a lower amount of insurance, that lower amount will become effective on the date of your written request.

Increases and Decreases – Change in Base Salary Rate: If you enroll in a Life Insurance Plan and your amount of insurance is based on your Base Salary Rate, your Base Salary Rate on January 1 of each year is used to determine the amount of insurance you have during the calendar year. This means that changes in your base salary during the year will not affect or change your coverage level for that year. Increases or decreases in your salary after any January 1 are reflected in your life insurance benefit on January 1 of the following year.

DEPENDENTS TERM LIFE COVERAGE

The amount of insurance is the amount for your Benefit Class. Your Benefit Class is determined by the classification of your dependents as shown in this table. You may enroll in the Basic Dependents Plan only if you are enrolled in the Basic Life Insurance Plan. If you are enrolled in the Supplemental Life Insurance Plan you may enroll in either the Basic Dependents Plan or the Expanded Dependents Life Plan.

Qualified Dependents Classification	Amount of Insurance
Basic Plan:	
Your spouse or Domestic Partner	$ 5,000.
Your children	$ 5,000.
Expanded Plan:	
Your spouse or Domestic Partner	50% of the Employee's Supplemental Amount of Insurance, rounded to the next higher $1,000 if the amount is not an exact multiple of $1,000, up to a maximum of $200,000.

	Maximum Amount: $200,000.
Your children	$10,000

Change in Plans: You may elect to have your amount of insurance under the Dependents Life Insurance Coverage changed. You must do so on a form approved by Prudential and agree to make any required contributions.

If you wish to change Dependent Life Insurance Plans and this change results in an increase in the amount of insurance for your eligible spouse or Domestic Partner, you must provide evidence of insurability. Such higher amount will become effective on the date Prudential decides the evidence of insurability is satisfactory and your insurance is not being delayed under the Delay of Effective Date Section.

Effect of Option to Accelerate Payment of Death Benefits: The amount of insurance on a dependent (as determined in the absence of this provision) will be reduced by the amount of any Terminal Illness Proceeds paid under the Option to Accelerate Payment of Death Benefits with respect to the dependent.

OTHER INFORMATION

Contract Holder: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Group Contract No.: G-97000-CA, 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.

Cost of Insurance: The Basic Employee Term Life insurance and the Core Employee Term Life insurance in this Booklet are Non-contributory Insurance. The entire cost of the insurance is being paid by the Contract Holder.

The Supplemental Employee Term Life insurance and the Dependents Term Life insurance in this Booklet are 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. There will be no contribution due for your first full or partial month's coverage if you re-enroll during an added Period of Initial Eligibility (PIE) if there has been a lapse in coverage of more than one month. You will be informed of the amount of your contribution when you enroll.

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

Prudential's Address:

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

Claims Under the Plan

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

Who is Eligible to Become Insured

FOR 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.

Your class is determined by the Contract Holder. This will be done under its rules, on dates it sets. The Contract Holder must not discriminate among persons in like situations. You cannot belong to more than one class for insurance on each basis, Contributory or Non-contributory Insurance, under a Coverage. “Class" means Covered Class, Benefit Class or anything related to work, such as position or Earnings, which affects the insurance available. The only exception is that an employee can be covered under the Senior Management Life Insurance Plan as well as the Basic Employee Life Insurance Plan.

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.

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 for Dependents Insurance while:

- You are eligible for Basic or Supplemental 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 (18 for legal wards), 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 if unmarried, living with you, dependent on you, your spouse or your eligible domestic partner for at least 50% of their support and are your, your spouse's, or your eligible domestic partner’s dependents for income tax purposes;
(e) children for whom you are the legal guardian if unmarried, living with you, dependent on you for at least 50% of their support and are your dependents for income tax purposes’;
(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 (except a legal ward) 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 Supplemental Employee Term Life Coverage or Dependents Term Life 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. Additionally, a child who is also eligible as an Employee may not have dual coverage through two University sponsored life insurance plans.

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). 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:

  (a) insured under any Employee Term Life Coverage of the Group Contract; or

  (b) the spouse, Domestic Partner or child has protection under any Employee Term Life Coverage of the Group Contract after the spouse's, Registered Domestic Partner's or child's insurance under that Coverage ends.

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
- 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.

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.

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) For Contributory Insurance, 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 wish to become insured for life insurance and have an individual life insurance contract which you obtained by converting your insurance under a Coverage of the Group Contract.

(4) You have not met a previous evidence requirement to become insured under any Prudential group contract covering Employees of the Employer.

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 the Employee Insurance, if any, under that Coverage. To be insured for a Qualified Dependent under the Dependents Term Life Coverage, you must be insured under an Employee Term Life Coverage of the Group Contract.
- You have met any evidence requirement for that Qualified Dependent.
- Your insurance for that Qualified Dependent is not being delayed under the Delay of Effective Date section below.
- 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.

When evidence is required: In any of these situations, you must give evidence of insurability for a Qualified Dependent spouse or Domestic Partner. This requirement will be met when Prudential decides the evidence is satisfactory. Evidence is not required for a Qualified Dependent child.

(1) For Contributory Insurance, you enroll for or increase the amount of your Dependents Insurance under a Coverage more than 31 days after you are first eligible for Dependents Insurance.

(2) You enroll for Dependents Insurance after any insurance under the Group Contract ends because you did not pay a required contribution.

(3) The Qualified Dependent is a person for whom a previous requirement for evidence of insurability has not been met. The evidence was required for that person to become covered for an insurance, as a dependent or an Employee. That insurance is or was under any Prudential group contract for Employees of the Employer.

While you are insured for Dependents Insurance under a Coverage, the evidence requirement will not apply to a new dependent.

Change in Family Status: It is important that you inform the Employer promptly when you first acquire a Qualified Dependent. You should also inform the Employer if your Dependents Insurance status changes from one to another of these categories:

- No Qualified Dependents.
- Qualified Dependent spouse or Domestic Partner only.

- Qualified Dependent spouse or Domestic Partner and children.
- Qualified Dependent children only.

If you are insured under a Coverage for one or more children, you need not report additional children.

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.

FOR DEPENDENTS TERM LIFE COVERAGE

A Qualified Dependent may be confined for medical care or treatment, at home or elsewhere. If a Qualified Dependent is so confined on the day that your Dependents Insurance under a Coverage for that Qualified Dependent, or any change in that insurance that is subject to this section, would take effect, it will not then take effect. The insurance or change will take effect the first day after the Qualified Dependent's final medical release from all such confinement. The other requirements for the insurance or change must also be met.

Newborn Child Exception: This section does not apply to a child of yours if the child is born to you.

Basic and Core Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING CONVERSION PERIOD.

A death benefit is payable under this Section B if you die:

(1) within 31 days after you cease to be a Covered Person; and

(2) while entitled (under Section D) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

C. EXTENDED DEATH BENEFIT DURING TOTAL DISABILITY.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled. The “Extended Death Benefit" is the benefit described in this Section C.

The conditions referred to above are:

(1) You become Totally Disabled while you are a Covered Person.

(2) You are less than age 65 when your Total Disability starts.

Total Disability: You are “Totally Disabled" when:

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

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

If you die within one year after your Total Disability started, written notice of your death must be given to Prudential within one year after your death.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) Your death benefit protection has been extended for one year; or

(3) You reach age 65.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

(1) Your employment ends or you transfer out of a Covered Class.

(2) All term life insurance of the Group Contract for your class ends by amendment or otherwise, if on the date that it ends:

    (a) You are Totally Disabled (as defined in Section C above) and remain Totally Disabled until the effective date of the individual contract; or

    (b) You have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section D.

Availability: You must apply for the individual contract and pay the first premium according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage.

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for the Employee Term Life Insurance.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than your Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the following:

(1) If you are Totally Disabled (as defined in Section C above) when the life insurance ends and remain continuously so disabled until the effective date of the individual contract, the total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you become insured within the next 31 days.

(2) In all other instances, the lesser of (a) and (b):

   (a) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.

   (b) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for the Employee Term Life Insurance.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

Supplemental Employee Term Life Coverage

FOR YOU ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If you die while a Covered Person, the amount of your Employee Term Life Insurance under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING CONVERSION PERIOD.

A death benefit is payable under this Section B if you die:

(1) within 31 days after you cease to be a Covered Person; and

(2) while entitled (under Section D) to convert your Employee Term Life Insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Employee Term Life Insurance under this Coverage you were entitled to convert. It is payable even if you did not apply for conversion. It is payable when Prudential receives written proof of death.

C. EXTENDED DEATH BENEFIT AND WAIVER OF PREMIUMS DURING TOTAL DISABILITY.

If you meet the conditions below, your death benefit protection will be extended while you are Totally Disabled, and from the date Prudential receives proof as described below, premiums for your Employee Term Life Insurance under this Coverage will be waived while your death benefit protection is extended. The “Extended Death Benefit" is the benefit described in this Section C.

The conditions referred to above are:

(1) You become Totally Disabled while you are a Covered Person.

(2) You are less than age 65 when your Total Disability starts.

Total Disability: You are “Totally Disabled" when:

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

(2) Due to Sickness, Injury or both, you are not able to perform for wage or profit, the material and substantial duties of any job for which you are reasonably fitted by your education, training or experience.

The extension ends one year after your Total Disability started, unless, within that year, you give Prudential written proof that:

(1) You have met the above conditions; and

(2) You are still Totally Disabled; and

(3) Your Total Disability has continued for at least 6 months.

Prudential will then further extend your death benefit protection for successive one year periods. The first of these periods will start on the date Prudential receives this proof. After that first period, you must give written proof when and as required by Prudential once each year that your Total Disability continues.

If you die while your death benefit protection is being extended, the Extended Death Benefit is payable when Prudential receives written proof that:

(1) Your Total Disability continued until your death; and

(2) All of the above conditions have been met.

If you die within one year after your Total Disability started and before you give Prudential proof of Total Disability, written notice of your death must be given to Prudential within one year after your death.

Your extension protection ends if and when:

(1) Your Total Disability ends; or

(2) You reach age 70; or

(3) You fail to furnish any required proof that your Total Disability continues; or

(4) You fail to submit to a medical exam by Doctors named by Prudential when and as often as Prudential requires. After two full years of this protection, Prudential will not require an exam more than once a year.

If your extension protection ends after you have given the first proof of continued Total Disability, you have the same rights and benefits under Sections B and D as if you ceased to be a member of the Covered Classes for the insurance. But this does not apply if you become a Covered Person within 31 days after this protection ends.

Amount of Extended Death Benefit: This amount is determined as if you had remained a Covered Person until death. But it is reduced by any amount payable under Sections A or B above or any Prudential group life insurance that replaces this Coverage for a class of Employees.

Effect of Conversion: An individual contract issued under Section D will be in place of all rights under this Section C. But if you have met all the requirements of this Section C, you can obtain these rights in exchange for all benefits of the individual contract. Premiums paid under the individual contract will be refunded. Your choice of Beneficiary in the individual contract, if different than for this Coverage, will be considered notice of change of Beneficiary for any claim under this Section C.

D. CONVERSION PRIVILEGE.

If you cease to be insured for the Employee Term Life Insurance of the Group Contract for one of the reasons stated below, you may convert all or part of your insurance under this Coverage, which then ends, to an individual life insurance contract. Evidence of insurability is not required. The reasons are:

(1) Your employment ends or you transfer out of a Covered Class.

(2) All term life insurance of the Group Contract for your class ends by amendment or otherwise, if on the date that it ends:

   (a) You are Totally Disabled (as defined in Section C above) and remain Totally Disabled until the effective date of the individual contract; or

   (b) You have been insured for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section D.

Availability: You must apply for the individual contract and pay the first premium according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage.

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Employee Term Life Insurance, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for the Employee Term Life Insurance.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than your Employee Term Life Insurance under this Coverage when your insurance ends. But, if it ends because all term life insurance of the Group Contract for your class ends, the total amount of individual insurance which you may get in place of all your life insurance then ending under the Group Contract will not exceed the following:

(1) If you are Totally Disabled (as defined in Section C above) when the life insurance ends and remain continuously so disabled until the effective date of the individual contract, the total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you become insured within the next 31 days.

(2) In all other instances, the lesser of (a) and (b):

   (a) The total amount of all your life insurance then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible within the next 31 days.

   (b) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to your class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for the Employee Term Life Insurance.

Any death benefit provided under a section of this Coverage is payable according to that section and the Beneficiary and Mode of Settlement Rules.

The following is added to the Basic Employee Term Life Coverage and Supplemental Employee Term Life Coverage provision. The option is not available to you if you have elected the option under any other group life insurance plan provided through the University of California.

OPTION TO ACCELERATE PAYMENT OF DEATH BENEFITS.

The following is added to the Basic Employee Term Life Coverage and the Supplemental Employee Term Life Coverage provision

Definitions

- Terminally Ill Employee: An employee whose life expectancy is 12 months or less.
- Terminal Illness Proceeds: The amount of Basic Employee Term Life and Supplemental Employee Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 75% of the amount in force on your life on the date Prudential receives the proof that you are a Terminally Ill Employee, but not more than $250,000. However, the Terminal Illness Proceeds may be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Basic Employee Term Life and Supplemental Employee Term Life Insurance. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If you become a Terminally Ill Employee while insured under the Basic Employee Term Life and Supplemental Employee Term Life Insurance provision or while your death benefit protection is being extended under the Basic Employee Term Life and Supplemental Employee Term Life Coverage provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudential will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that you are a Terminally Ill Employee.

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that you are a Terminally Ill Employee. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay your Beneficiary or Beneficiaries determined under the Beneficiary Rules in one sum. That sum will be the total of the payments that remain.

Conditions: Your right to be paid under this option is subject to these terms:

(1) You must choose this option in writing in a form that satisfies Prudential.

(2) You must furnish proof that satisfies Prudential that your life expectancy is 12 months or less, including certification by a Doctor.

(3) Your Basic Employee Term Life and Supplemental Employee Term Life Insurance must not be assigned.

(4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:

(a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.

(b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Basic Employee Term Life and Supplemental Employee Term Life Insurance otherwise payable on your death, including any amount under an extended death benefit, will be reduced by the Terminal Illness Proceeds. Also, any amount you could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

The Claim Rules apply to the payment of benefits under this option.

Right to Elect Term Life Coverage under the Portability Plan

This right applies to the Supplemental Employee Term Life Coverage under the Group Contract.

It describes when and how you may become covered for similar coverage under the Portability Plan when your Supplemental Employee Term Life 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 term life coverage under the Portability Plan if you meet all of these tests:

(1) Your Supplemental Employee Term Life 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 life 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 Supplemental Employee Term Life 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. But, if you submit evidence and Prudential decides the evidence is satisfactory, you will pay lower premium rates.

The Portability Application Period is the 31 day period after your Supplemental Employee Term Life Coverage ends. But, if you have the right to convert your insurance under the Supplemental Employee Term Life Coverage to an individual contract, it is the longer of:

(1) the 31 day period after your Coverage ends; and

(2) the number of days during which you have the right to convert your insurance under the Coverage to an individual life insurance contract as shown in the Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Supplemental Employee Term Life Coverage, except as follows:

(1) You may convert your amount of insurance under the Supplemental Employee Term Life Coverage in excess of the maximum for term life coverage under the Portability Plan. This maximum is the lesser of 5 times your annual Earnings and $1,000,000.

(2) You may convert your insurance if you elected coverage under the Portability Plan, but Prudential decided that your evidence of insurability was not satisfactory.

If you elect to convert all of your insurance under the Supplemental Employee Term Life Coverage to an individual contract, you may not elect to apply for coverage under the Portability Plan.

If, during the Portability Application Period, you apply for coverage under the Portability Plan and then elect to convert all of your insurance under the Supplemental Employee Term Life Coverage to an individual contract, your coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect your coverage under the Death Benefit During Conversion Period provision of the Supplemental Employee Term Life Coverage.

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 term life coverage that Prudential then makes available under the Portability Plan. The terms and conditions of that coverage will not be the same as the Supplemental Employee Term Life Coverage under the Group Contract.

Amount: Not more than your amount of insurance under the Supplemental Employee Term Life Coverage when your insurance ends, but not less than $20,000.

The maximum amount of term life 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.

Basic Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

(1) within 31 days after ceasing to be a Covered Person; and

(2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

(1) You fail to make any required contribution for insurance under the Group Contract.

(2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

(1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.

(2) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Any death benefit provided under a section of this Coverage is payable to you. If you are not living at the death of a dependent spouse or Domestic Partner, the death benefit is payable to the dependent spouse’s or Domestic Partner’s estate. If you are not living at the death of a dependent child, the death benefit is payable to any one or more of these surviving relatives of the dependent child: mother; father; children; brothers or sisters in equal shares; or dependent child’s estate.

Expanded Dependents Term Life Coverage

FOR YOUR DEPENDENTS ONLY

A. DEATH BENEFIT WHILE A COVERED PERSON.

If a dependent dies while a Covered Person, the amount of insurance on that dependent under this Coverage is payable when Prudential receives written proof of death.

B. DEATH BENEFIT DURING A CONVERSION PERIOD.

A death benefit is payable under this Section B if a dependent dies:

(1) within 31 days after ceasing to be a Covered Person; and

(2) while entitled (under Section C) to a conversion of the insurance under this Coverage to an individual contract.

The amount of the benefit is equal to the amount of Dependents Term Life Coverage which could have been converted. It is payable even if conversion was not applied for. It is payable when Prudential receives written proof of death.

C. CONVERSION PRIVILEGE.

This privilege applies if you cease to be insured for the Dependents Term Life Coverage of the Group Contract with respect to a dependent. That dependent may have your insurance on the dependent under this Coverage, which then ends, converted to an individual life insurance contract. Evidence of insurability is not required. However, conversion is not available if the insurance ends for one of these reasons:

(1) You fail to make any required contribution for insurance under the Group Contract.

(2) All Dependents Term Life Coverage of the Group Contract for your class ends by amendment or otherwise. This (2) does not apply if, on the date it ends, you have been insured with respect to the dependent for five years for that insurance (or for that insurance and any Prudential rider or group contract replaced by that insurance).

Any such conversion is subject to the rest of this Section C.

Availability: The individual contract must be applied for and the first premium must be paid according to the following rules:

(1) If you have been given written notice of the conversion privilege by the fifteenth day after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the thirty-first day after you cease to be insured for that coverage

(2) If you have been given written notice of the conversion privilege more than fifteen days after you cease to be insured for the Dependents Term Life Coverage with respect to the dependent, you must apply for the individual contract and pay the first premium by the twenty-fifth day after you have been given the notice. But, in no event may you convert the insurance to an individual contract if you do not apply for the contract and pay the first premium prior to the ninety-second day after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Individual Contract Rules: The individual contract must conform to the following:

Amount: Not more than the amount of Dependents Term Life Coverage on the dependent ending under this Coverage. But, if it ends because all the Dependents Term Life Coverage of the Group Contract for your class ends, the total amount of individual insurance which may be obtained in place of all the Dependents Term Life Coverage on the dependent then ending under the Group Contract will not exceed the lesser of the following:

(1) The total amount of all your Dependents Term Life Coverage on the dependent then ending under the Group Contract reduced by the amount of group life insurance from any carrier for which you are or become eligible with respect to the dependent within the next 31 days.

(2) $10,000.

Form: Any form of a life insurance contract that:

(1) conforms to Title VII of the Civil Rights Act of 1964, as amended, having no distinction based on sex; and

(2) is one that Prudential usually issues at the age and amount applied for.

This does not include term insurance or a contract with disability or supplementary benefits.

Premium: Based on Prudential's rate as it applies to the form and amount, and to the dependent's class of risk and age at the time.

Effective Date: The end of the 31 day period after you cease to be insured for Dependents Term Life Coverage with respect to the dependent.

Any death benefit provided under a section of this Coverage is payable to you unless you choose a Beneficiary for the insurance on your dependent spouse or Domestic Partner.

Beneficiary means a person chosen, on a form approved by Prudential, to receive the insurance benefits. 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 be shared equally. If a Beneficiary dies before your dependent, that Beneficiary’s interest will end. It will be shared equally by any remaining Beneficiaries, unless the Beneficiary form states otherwise.

If you have not designated a Beneficiary to receive the insurance benefits and you are not living at the death of a dependent spouse or Domestic Partner the death benefit is payable to the dependent spouse or Domestic Partner's estate. If you are not living at the death of a dependent child the death benefit is payable to any one or more of these surviving relatives of the dependent child: mother; father; brothers; sisters or to the child's estate.

Option to Accelerate Payment of Death Benefits

The following is added to the Dependents Term Life Coverage provisions:

Definitions

- Terminally Ill Dependent: A Qualified Dependent spouse or Domestic Partner whose life expectancy is 12 months or less.
- Terminal Illness Proceeds: The amount of Dependents Term Life Insurance that you may elect to place under this option. The Terminal Illness Proceeds are equal to 50% of the amount in force on your Qualified Dependent's life on the date Prudential receives the proof that your Qualified Dependent is a Terminally Ill Dependent, but not more than $50,000. However, the Terminal Illness Proceeds may be reduced if, within 12 months after the date Prudential receives such proof, a reduction on account of age would have applied to the amount of your Dependents Term Life Insurance for your Qualified Dependent. In that case, the amount of the Terminal Illness Proceeds may not exceed the amount of such Insurance after applying the reduction.

Option: If your Qualified Dependent becomes a Terminally Ill Dependent while insured under the Dependents Term Life Insurance provision, you may elect to have the Terminal Illness Proceeds placed under this option. That election is subject to the conditions set forth below.

Payment of Terminal Illness Proceeds: If you elect this option, Prudential will pay the Terminal Illness Proceeds you place under this option in one sum when it receives proof that your Qualified Dependent is a Terminally Ill Dependent.

If you do not want the Terminal Illness Proceeds in one sum, you may elect to have them paid in 12 equal monthly installments. The first monthly payment will be due when Prudential receives proof that your Qualified Dependent is a Terminally Ill Dependent. The other payments are due on the same day of each later month.

To Whom Payable: The benefits under this provision are payable to you.

Amount Due But Unpaid at Your Qualified Dependent's Death: If you elect monthly installments and your Terminally Ill Dependent dies before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain. Payment will be made according to the rules of the applicable Dependents Term Life Coverage.

Amount Due But Unpaid at Your Death: If you elect monthly installments and you die before all payments have been made, Prudential will pay in one sum an amount equal to the total of the payments that remain. Payment will be made to your spouse or Domestic Partner if living, otherwise according to the rules of the applicable Dependents Term Life Coverage.

Conditions: Your right to be paid under this option is subject to these terms:

(1) You must choose this option in writing in a form that satisfies Prudential.

(2) You must furnish proof that satisfies Prudential that your Qualified Dependent's life expectancy is 12 months or less, including certification by a Doctor.

(3) Your Dependents Term Life Insurance must not be assigned.

(4) Terminal Illness Proceeds will be made available to you on a voluntary basis only. Therefore:

(a) If you are required by law to use this option to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.

(b) If you are required by a government agency to use this option in order to apply for, get or keep a government benefit or entitlement, you are not eligible for this benefit.

Effect on Insurance: This benefit is in lieu of the benefits that would have been paid on your Qualified Dependent's death with respect to the Terminal Illness Proceeds. When you elect this option, the total amount of Dependents Term Life Insurance otherwise payable on your Qualified Dependent's death will be reduced by the Terminal Illness Proceeds. Also, any amount your Qualified Dependent could otherwise have converted to an individual contract will be reduced by the Terminal Illness Proceeds.

The Claim Rules apply to the payment of benefits under this option.

Right to Elect Dependents Term Life Coverage under the Portability Plan

This right applies to the Basic and Expanded Dependents Term Life Coverage under the Group Contract.

It describes when and how your Qualified Dependents may become covered for similar coverage under the Portability Plan when your Basic and Expanded Dependents Term Life 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 dependents term life coverage under the Portability Plan for a Qualified Dependent if all of these tests are met:

(1) The Basic and Expanded Dependents Term Life Coverage on the dependent ends because your Basic and Supplemental Employee Term Life 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 Basic and Supplemental Employee Term Life Coverage for all Employees when such Coverage is replaced by group life insurance from any carrier for which you are or become eligible within the next 31 days.

(2) You apply and become covered for term life 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 Basic and Expanded Dependents Term Life Coverage on the day your Basic and Supplemental Employee Term Life Coverage ends.

(6) The dependent is not confined for medical care or treatment, at home or elsewhere on the day your Basic and Supplemental Employee Term Life Coverage ends.

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

(1) that spouse or Domestic Partner applies and becomes covered 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 term life coverage under the Portability Plan if:

(1) the Basic and Expanded Dependents Term Life 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 Basic and Expanded Dependents Term Life Coverage on that spouse or Domestic Partner ends.

PORTABILITY APPLICATION PERIOD

You have the right to apply for dependents term life 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. But, if evidence of insurability is submitted for your spouse or Domestic Partner and Prudential decides the evidence is satisfactory, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner will pay lower premium rates for your spouse's or Domestic Partner's coverage.

The Portability Application Period is the longer of:

(1) the 31 day period after your Basic and Expanded Dependents Term Life Coverage ends; and

(2) either:

   (a) the number of days during which you have the right to convert your insurance under the Basic and Supplemental Employee Term Life Coverage to an individual life insurance contract as shown in that Coverage; or

   (b) in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, the number of days during which your spouse or Domestic Partner has the right to convert the insurance under the Basic and Expanded Dependents Term Life Coverage to an individual life insurance contract as shown in that Coverage.

EFFECT OF CONVERSION PRIVILEGE

The right to elect coverage under the Portability Plan is provided in lieu of the conversion privilege described in the Basic and Expanded Dependents Term Life Coverage, except as follows:

(1) If a dependent’s amount of insurance under the Basic and Expanded Dependents Term Life Coverage exceeds the lesser of 5 times your annual Earnings and $1,000,000, the dependent may convert the excess amount.

(2) A spouse or Domestic Partner may convert the Dependents Insurance under the Coverage if coverage was elected under the Portability Plan, but Prudential decided that the evidence of insurability for that spouse or Domestic Partner was not satisfactory.

If a dependent elects to convert all of the insurance under the Basic and Expanded Dependents Term Life Coverage to an individual contract, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner may not elect to apply for coverage under the Portability Plan for that dependent.

If, during the Portability Application Period, you or, in the case of your death or divorce or your Domestic Partner ceasing to be a Qualified Dependent, your spouse or Domestic Partner applies for coverage under the Portability Plan for a dependent and that dependent then elects to convert all of the insurance under the Basic and Expanded Dependents Term Life Coverage to an individual contract, that dependent's coverage under the Portability Plan will not become effective.

The right to elect coverage under the Portability Plan does not affect a dependent's coverage under the Death Benefit During a Conversion Period provision of the Basic and Expanded Dependents Term Life Coverage.

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 dependents term life coverage 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 Basic and Expanded Dependents Term Life Coverage when that insurance ends.

For each dependent, the maximum amount of dependents term life 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.

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 these rules are modified by any burial expenses rule in the Schedule of Benefits and, if there is an assignment, by the following sections: Limits on Assignments; and Effect of Gift Assignment of Rights of Group Life Insurance Under Another Group Contract.

“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 Life 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 Life 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.

INCONTESTABILITY OF LIFE INSURANCE

This limits Prudential's use of a person's statements in contesting an amount of Life Insurance for which the person is insured. These are statements made to persuade Prudential to accept the person for 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 the contest 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 or to the person's Beneficiary.

(2) If it relates to the person's insurability, it will not be used to contest the validity of insurance which has been in force, before the contest, for at least two years during the person's lifetime.

LIMITS ON ASSIGNMENTS

You may assign your insurance under a Coverage. Unless the Schedule of Benefits states otherwise, insurance under any other Coverage providing death benefits may be assigned either as a gift assignment or as a value assignment made in consideration of terminal illness. Any rights, benefits or privileges that you have as 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.

EFFECT OF GIFT ASSIGNMENT OF RIGHTS OF GROUP LIFE INSURANCE UNDER ANOTHER GROUP CONTRACT

This Section applies to all Coverages providing Employee death benefits.

If you are eligible for insurance under the Group Contract on the Group Contract's effective date you will have no rights, benefits or privileges under any such Coverage if, on the day before that date, all the following were true:

(1) You were insured for group life insurance under another group contract. That contract was issued by Prudential or another insurance carrier to cover Employees of the Employer.

(2) Your group life insurance under the other group contract ended.

(3) An irrevocable and absolute gift assignment made by you was in effect. It was made before the other contract ended. That assignment was of all your rights, benefits and privileges of the group life insurance under the other group contract. Those rights were owned by the assignee or the assignee's successor.

The owner of those rights of the group life insurance under the other group contract on the day before this Group Contract's effective date will be the owner of the rights, benefits, and privileges you would have had under a Coverage if this section did not apply. This includes, but is not limited to, any right of assignment you would have had under the Limits on Assignments section above. The term "assignee" as used in that section includes such an owner.

The term "group life insurance", as used above, means only group life insurance provided under a group contract in effect on the day before the date the Employer became included under the Group Contract.

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.

Average Regular Paid Time: the average number of regular paid hours per week (excluding overtime, stipend, or bonus time worked by you) in the preceding 12 month period. A month with zero regular paid hours:

(1) which occurred during your furlough or approved leave without pay will not be included in the calculation of the average. If such absence exceeds 11 months, the averaging will be restarted.

(2) which occurred during a period when you were not on furlough or approved leave without pay will be included in the calculation of the average. After two consecutive such months, the averaging will be restarted.

For a partial month of zero regular paid hours due to furlough, leave without pay, or initial employment:

(1) if you worked at least 43.75% of the regular paid hours available in the month, the month will be included in the calculation of the average.

(2) if you did not work at least 43.75% of the regular paid hours available in the month, the month will not be included in the calculation of the average.

Base Salary Rate: Your Base Salary Rate is the amount UC pays you on an annual basis (for your academic, non-academic and/or administrative appointments) and is set once per year on your date of hire, your date of re-hire following a 120 day break in service, or January 1 of the current year, whichever is later. Increases or decreases in your salary after any January 1 are reflected in your Base Salary Rate on January 1 of the following year.

The Base Salary Rate does not include: stipends for department chairs, shift differentials, overtime payments, consulting fees or payments in lieu of private practice, general assistance "by-agreement" payments, compensation for extension teaching, compensation received for summer session or other vacation period employment in excess of regular salary, any remuneration received which is in excess of 100% of full-time equivalent of your regular and normal position, and perquisites and any bonuses or other special compensation.

If you have more than one appointment at different rates, your Base Salary Rate is a pro-rated amount based on your appointment percentage and salary for each appointment.

When the Base Salary Rate is calculated, any cents are truncated and if the final result is not an exact thousand, it is rounded up to the next thousand.

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.

Period of Initial Eligibility (PIE):

A **PIE begins** the day you become eligible and ends 31 days after it began. Also see “At Other Times for Employees and Retirees” below. If the last day of a PIE falls on a weekend or holiday, the PIE is extended to the following business day when enrolling with paper forms. A Statement of Health is not required to cover your eligible dependent children.

You may enroll any newly eligible Family Members during his or her PIE. The Family Member’s PIE starts the day your Family Member becomes eligible, as described below. During this PIE you may also enroll yourself and/or any other eligible Family Member if not enrolled during your own or their own PIE. You must enroll yourself in order to enroll any eligible Family Member.

(a) For a spouse, on the date of marriage.

(b) For a Domestic Partner, on the date the domestic partnership is legally established. Also see “At Other Times for Employees” below.
(c) For a natural child, on the child’s date of birth.
(d) For an adopted child, the earlier of:
    (i) The date the child is placed for adoption with the Employee, or
    (ii) The date the Employee or Spouse/Domestic Partner has the legal right to control the child’s healthcare.

    A child is “placed for adoption” with the Employee as of the date the Employee assumes and retains a legal obligation for the child’s total or partial support in anticipation of the child’s adoption.

    If the child is not enrolled during the PIE beginning on that date, there is an additional PIE beginning on the date the adoption becomes final.

(e) For a legal ward, the effective date of the legal guardianship.:
(f) Where there is more than one eligibility requirement, the date all requirements are satisfied.

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.

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 Dependents Term Life Coverage and your Employee Insurance under the Employee Term Life 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 Qualified Dependents after Your Death: This applies to the Dependents Insurance you have for your Qualified Dependent spouse/Domestic Partner and children. If you die, insurance for these dependents may be continued for the 6 months immediately following your death.

Your spouse/Domestic Partner and children will continue to be considered Qualified Dependents only if they were insured under the Group Contract immediately before your death.

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 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.

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

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 University's employer-paid Life Insurance Plans, Basic and Core, is currently paid entirely by the University of California. The cost of the premiums for the Supplemental Life Insurance and Dependent Life Insurance Plans 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, 5th Floor, Oakland, CA 94607 and for faculty to the office of Academic Personnel, University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607