PART III

Employee Health and Welfare Benefits

Index and Format - PART III

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1000. ALL PLANS

1001. Definition

See Definition section of each plan.

1002. Eligibility

A. Employee

1. Initial Employment Requirements – Appointment and payment by the University as an Eligible Employee as specified in Part II.1.A. and Administrative Supplement II-A.

For additional provisions related only to Life Insurance Plans and Flexible Spending Accounts, see Section 5002.A.1. for Life Insurance Plans and Section 10002.A. for Flexible Spending Accounts.

2. Continuing Requirements – The Continuing Requirements are set forth in Part II.1.A. and Administrative Supplement II-A of these regulations.

For additional provisions related only to Life Insurance Plans, see Section 5002.A.2.

B. **Family Members –** The Family Member eligibility requirements are set forth in Part II.1.C. of these Regulations.

For additional provisions related only to Flexible Spending Accounts, see Section 10002.B.

Family Members are not covered under Basic Life Insurance, Core Life Insurance, Senior Management Life Insurance, Supplemental Life Insurance, Disability Insurance, and Adoption Assistance Plan.

The provisions for Identity Theft Protection Plan differ from the requirements stated here. See Section 14002 for additional detail.

1003. Period of Initial Eligibility (PIE)

A. **Definition –** A PIE is a period during which an Eligible Employee may enroll him/herself and/or his/her eligible Family Members in University-sponsored benefits.

A PIE may also allow the Eligible Employee to change or cancel his/her enrollments. PIEs may be limited to certain plans or actions. Limitations to PIEs are described in the section of these GIRs specific to the applicable plan.

Other enrollment opportunities for some plans may apply, including OEP, enrollment with Evidence of Insurability, and enrollment with a 90-Day Waiting Period. See applicable plan section for detail.

PIE does not apply to the Basic Disability, Basic Life Insurance, Adoption Assistance Plan, and Identity Theft Protection Plan. These plans begin automatically the day the Employee becomes eligible unless an applicable exception applies. See applicable plan section for detail.

B. **Length** – The PIE begins on the day the Employee and/or the Family Member first becomes eligible as described in Part II, or on a later date as described in Added Period of Initial Eligibility (Section 1003.D.), below.

If an Eligible Employee's appointment is retroactive, the PIE begins on the date the department chair or hiring authority signs a written statement that the appointment was approved retroactively.

The PIE ends 31 calendar days from the date it begins, except if the PIE is as a result of losing (Section 1003.D.7.c.) or gaining (Section 1003.D.14.) eligibility for Medicaid or CHIP Premium Assistance Program, in which case the PIE to enroll in Medical Plans coverage is 60 days.

Note that in determining the end of the PIE, the date the PIE starts should be counted as the first day. Example: Eligible Employee's hire date is March 1; PIE ends on March 31. When enrolling with paper forms, if the last day of a PIE falls on a weekend or holiday, the PIE is extended to the following business day.

C. **Extensions for Illness/Accident** – Chief Human Resources Officers may grant an extension to Eligible Employees unable to enroll during their PIE due to illness or accident. The extension begins on the first day after the PIE ends. The extension ends 31 calendar days later as described in Length (Section 1003.B.). Extensions cannot be granted to Eligible Employees based on their failure to obtain information about their PIE.

D. **Added Period of Initial Eligibility** – Under the following circumstances, there is an additional PIE. It begins as described in Part II. Employees and/or Family Members must remain eligible for coverage as described in Length (Section 1003.B.).

1. **Faculty** – Newly appointed Faculty members will have an additional PIE if they do not enroll during their first PIE. The second PIE begins on the first day of classes (see campus calendar for class schedule) for the quarter/semester in which the appointment starts or the first day of arrival at the campus, whichever occurs first.

2. **Nonimmigrant Aliens and Other Employees** whose eligible Family Member(s) arrive in the United States after the Eligible Employee's PIE will have a new PIE to enroll eligible Family Member(s) in Medical Plans,

Dental Plan, Vision Plan, and Legal Plan only. The PIE begins the day the Family Member(s) arrive in the United States.

3. **Returns After Lapse in Coverage** – Eligible Employees who are enrolled and choose not to continue coverage during the following events will be granted a PIE beginning with the date of return to Pay Status in an eligible position. The lapse in coverage must either be less than 120 days and the return is in a new plan year or the lapse in coverage is 120 days or more:

   - Return from Leave Without Pay
   - Return from Temporary Layoff or Furlough
   - Return from Short Work Break
   - Rehire into Same Benefit Package
   - Insufficient Earnings with No Employment Break

   The PIE is offered only to Medical Plan, Dental Plan, Vision Plan, Legal Plan, and Supplemental Health Plans, regardless of enrollment status prior to the lapse in coverage.

   For additional provisions related only to Flexible Spending Accounts, see Section 10003.A.1.

   The provisions for Life Insurance and Disability Insurance differ from the requirements stated here. See Section 5003.A.1. of Life Insurance or Section 7003.A.1. for Disability Insurance for applicable provisions.

   For lapses in coverage that are less than 120 days in the same plan year, see Section 1004.D.

4. **Treatment as New Employee** – Eligible Employees who are not enrolled in any plans will be granted a PIE beginning with the date of return to Pay Status in an eligible position, if the following applies:

   a. The Eligible Employee is:
      - Returning from Leave Without Pay
      - Returning from Temporary Layoff or Furlough
      - Returning from Short Work Break
      - Rehired into Same Benefit Package
      - Has insufficient earnings with no employment break

   b. The events listed in a. must either
      - be less than 120 days and the return is in a new plan year, or,
      - is 120 days or more

   The PIE is offered only to Medical Plan, Dental Plan, Vision Plan, Legal Plan, and Supplemental Health Plans, regardless of enrollment status prior to going off Pay Status.

For additional provisions related only to Flexible Spending Accounts, see Section 10003.A.1.

The provisions for Life Insurance and Disability Insurance differ from the requirements stated here. See Section 5003.A.2. of Life Insurance or Section 7003.A.2. for Disability Insurance for applicable provisions.

5. **<u>At Point of Layoff</u>** – See Section 2003.A.2. of Medical Plans for applicable provisions.

6. **<u>Rehire Results in Benefit Package Change</u>** – If an employee is rehired and the new appointment results a change in benefits package, the Eligible Employee will have a PIE as a newly eligible employee to enroll in and/or change plans/coverage.

7. **<u>Involuntary Loss Of Coverage (ILOC)</u>**

a. An Eligible Employee will have a new PIE if, during the time of the prior PIE, the Employee and/or eligible Family Member(s) was solely enrolled in another group or individual Plan and the Employee and/or eligible Family Member(s) loses coverage involuntarily for any of the reasons stated below:

i. Eligibility for the coverage was lost or employer contributions for the coverage were terminated,

ii. The coverage was provided under COBRA and the entire COBRA coverage period was exhausted[1], or

iii. The coverage was under Medicaid or CHIP and eligibility for the coverage was lost.

b. Involuntary loss of eligibility for coverage includes, but may not be limited to: loss of eligibility as a result of legal separation, divorce or termination of domestic partnership, cessation of dependent status (such as attaining maximum age for dependent child status), death, termination of employment, or reduction in hours of employment. Involuntary loss of coverage does not include voluntary cancelation, loss due to the failure to pay employee contributions on a timely basis or for cause (such as making a fraudulent claim or intentionally misrepresenting a material fact in connection with the coverage provided).

[1] Exhaustion of COBRA coverage means that an individual's COBRA coverage ceases for any reason other than the failure to pay premiums on a timely basis or for cause (such as making a fraudulent claim or intentionally misrepresenting a material fact in connection with the coverage provided). Voluntary termination of COBRA coverage is not considered exhaustion of such coverage.

c. Specific only to an ILOC of health insurance, coverage that may be lost involuntarily includes, but may not be limited to: coverage under group plans, medical providers, individual direct pay plans, Medicare, and foreign socialized medical plans.

d. An Employee eligible to enroll under these ILOC provisions may enroll him/herself and eligible Family Members. If already enrolled in a University-sponsored Plan, the Eligible Employee may add eligible Family Members to that plan or enroll him/herself and eligible Family Members in a different University-sponsored Plan. The enrollment form must be accompanied by the appropriate form certifying loss of the other group or individual coverage and, if necessary, forms to cancel any opt-out election.

e. The PIE begins on the date following the date the other group or individual coverage ends. Example: if the other group or individual coverage ends on March 31, then the PIE begins on April 1.

The provisions for Life Insurance and Flexible Spending Accounts differ from the requirements stated here. See Section.5003.A.1. for applicable Life Insurance provisions and Section 10003.A.3. for applicable Flexible Spending Accounts' provisions.

This section does not apply to Disability Insurance.

8. **Loss of UC Coverage While on Leave** – An Eligible Employee is given a PIE to add an eligible Family Member who is a UC employee who loses UC-sponsored coverage due to the Family Member taking an approved leave without pay.

9. **Change in Eligibility**

a. For appointment changes from an ineligible position to an eligible position, an Eligible Employee and eligible Family Member will have a PIE to enroll in and/or change plans/coverage as a newly eligible Employee.

b. For appointment changes that result in increased eligibility, an Eligible Employee and eligible Family Member will have a PIE to enroll in and/or change plans/coverage as a newly eligible Employee.

c. For appointment changes that result in decreased eligibility, the Employee will have a PIE to enroll in plans that are available under the new benefits package and disenroll in plans that are not available under the new benefits package.

d. If coverage is terminated as the result of an SMP and the Employee subsequently meets or exceeds the Average Weekly Hours of Service for their group during the next measurement period, the PIE begins on the first day of the applicable Stability Period.

10. 750/1000 Hours

a. Employees who are ineligible for benefits or eligible for Mid-Level or Core Benefits who gain eligibility for UCRP based on the accumulation of 1,000 eligible hours – or 750 hours for a NonSenate Instructional (Unit 18, or IX unit) appointee - in a rolling 12-month period will have a PIE to enroll in and/or change plans/coverage as a newly eligible Employee.

b. Employees who are already eligible for UCRP but are ineligible for benefits or eligible for Mid-Level or Core Benefits become newly eligible for Full Benefits based on the accumulation of 1,000 eligible hours or 750 hours for a Non-Senate Instructional (Unit 18 or IX unit) appointment in a rolling 12-month period will have a PIE to enroll in and/or change plans/coverage as a newly eligible Employee.

11. Move Out of/Return to Medical and/or Dental HMO Plan Service Area - This provision is applicable only to Medical Plans and Dental Plans. See Section 2003.A.4 for Medical Plans, and Section 3003.A.2. for Dental Plans.

12. Disruption of Primary Medical Group – This provision is applicable only to Medical Plans Section 2003.A.4.

13. Disruption of Behavioral Health Provider – This provision is applicable only to Medical Plans, Section 2003.A.5.

14. Acquisition of Eligible Family Member – Upon the acquisition of a newly eligible Family Member, an Eligible Employee may enroll him/herself, the newly eligible Family Member and any other eligible Family Members in a plan. The Eligible Employee may also increase coverage for Supplemental Life Insurance, AD&D Insurance, and Critical Illness within Supplemental Health Plans.

If already enrolled in a plan, the Eligible Employee can make plan changes if the Eligible Employee adds the newly eligible Family Member during the PIE.

If a legally adopted child is not enrolled during the PIE beginning with the date physical custody starts or the date the Eligible Employee or Eligible Employee's spouse/domestic partner has the legal right to control the child's health care, there is a second PIE beginning with the date the adoption is final.

The provisions for Life Insurance (Dependent Life) differ from the requirements stated here and/or are limited if the Family Member is also an Eligible Employee. See Section 5003.A.2., 5003.A.3, and 5004.F. for detail. Flexible Spending Accounts differ from the requirements stated

here. See Section 10003.A.5.,Section 10003.A.5.,Section 10003.A.7. for detail.

This provision does not apply to Disability Insurance. A PIE to enroll in Disability Insurance is not granted to Eligible Employees who experience this PIE.

15. **Employees With Service Periods that Differ from Pay Periods –** There is a PIE to change to a Medical Plan with a lower employee contribution if the Eligible Employee's Service Period extends beyond the end of the Eligible Employee's Pay Period, and the Eligible Employee wishes to continue benefits until the end of the Service Period. The PIE begins the first of the month in which their last paycheck is received.

16. **Eligibility for Medicaid or CHIP Premium Assistance Program** – This provision is applicable only to Medical Plans. See Section 2003.A.6 for details.

17. **Transfer In or Out of a Senior Management Appointment** – This provision is applicable only to Life Insurance. See Section 5003.A.5. for details.

18. **Judgment, Decree or Order** – This provision is applicable only to Medical Plans. See Section 2003.A.6. for details.

19. **Significant Change in Cost or Coverage** – Applies to the DepCare Flexible Spending Account Plan, and only if the cost change is imposed by a dependent care provider who is not a relative of the Employee. See Section 10003.A.10. for details.

20. **Change in Family/Employee Status**

    a. **Section 125 Plans** – An Eligible Employee may make an election change to a Section 125 Plan (Medical Plans, Dental Plan, Vision Plan, and Health Flexible Spending Account) only if that change is on account of and corresponds with a change in status that affects coverage under the plan, and any change(s) made can be made only for the individual(s) whose coverage is affected. The PIE begins on the date of the event. Following are applicable change in status events:

        1. Change in marital status or status as domestic partner;

        2. Change in number of Family Members who are children;

        3. Death of a Family Member;

        4. Change in employment status of Employee or Employee's Family Member that results in a reduction of hours worked, which may also include a change that has an effect on expenses under IRC Section 129;

5. Child becomes, or ceases to be, an eligible Family Member.

b. **Non-Section 125 Plans** – An Eligible Employee may make an election change to non-Section 125 Plans under certain circumstances. If allowed, the PIE begins on the date of the event:

1. Addition of Family Members.

2. Loss of Family Members does not allow for a PIE to add coverage for the Eligible Employee and/or remaining Family Members.

For additional provisions applicable only to Flexible Spending Accounts, see Sections 10003.A.5., 10003.A.6., 10003.A.7., 10003.A.8., and 10003.A.9. for detail.

21. Change Event Under Code Section 125 – An Eligible Employee and/or their eligible Family Member will have a new PIE if the Employee and/or Family Member experiences an event that would permit enrollment in, or change in coverage under medical, dental, vision, and Flexible Spending Accounts consistent with applicable provisions of the Section 125 Plan and Section 125 of the Internal Revenue Code (except with respect to an employee who terminates employment due to retirement), which event is not otherwise covered by Added Period of Initial Eligibility (Sections 1003.D.1. – 1003.D.20).

E. **Retroactive Changes to Eligibility**

1. If an Eligible Employee's PIE window does not open due to retroactive changes made to their employment record where the employee would have been granted a PIE, the Eligible Employee will be granted a PIE to make plan elections. The PIE will start on the date the employment record is updated.

2. If an Eligible Employee's PIE window does not open due to UC error, the Eligible Employee will be granted a second PIE to make plan elections. The second PIE will start on the date the employee is notified of the error.

1004. Enrollment

Clerical error, by itself, will not be the basis for including or excluding individuals.

A. **Automatic Enrollment –** Enrollment is automatic for Basic Life Insurance, Senior Management Life Insurance, Basic Disability Insurance and Adoption Assistance Plan for Eligible Employees.

B. **Enrolling In Coverage –** Eligible Employees may enroll themselves and/or eligible Family Members in Plans per the provisions stated below:

1. During a PIE as described in Section 1003, subject to the PIE limitations therein.

2. During the annual OEP announced by the Plan Administrator, Office of the President. An OEP may allow Eligible Employees to enroll for the first time, add eligible Family Members, or reenroll in their current plan. It also may allow Eligible Employees to transfer between plans or cancel an opt-out election. Not all Plans have annual OEPs.

3. At any time an enrolled Employee whose child(ren) are also enrolled under the plan may add additional children with coverage effective as described in Section 1005, provided that the addition of such child(ren) does not change the cost to the Eligible Employee for plan coverage.

4. Additional Enrollment Opportunities for Specific Plans

   a. Medical Plans – 90-Day Waiting Period as described in Section 2004.A.1.

   b. Life Insurance and Disability Insurance

      i. Special Open Enrollment period as described in Section 5004.B.1.b. for Life Insurance and Section 7004.B.2. for Disability Insurance.

      ii. At anytime an application is made under Evidence of Insurability described in Section 5004.B.1.c. for Life Insurance and Section 7004.B.3. for Disability Insurance.

   c. AD&D Insurance – At any time.

   d. Flexible Spending Accounts – See Section 10004.A. for applicable provisions.

   e. Identity Theft Protection – See Section 14004.A. for applicable provisions.

C. **Retroactive Enrollment**

1. If an Eligible Employee's PIE window does not open due to retroactive changes made to their employment record where the employee would have been granted a PIE, the Eligible Employee will be enrolled in coverage retroactive to the date the initial PIE would have been effective.

2. If an Eligible Employee's PIE window does not open due to UC error, the Eligible Employee will be enrolled in coverage retroactive to the date the initial PIE would have been effective.

D. **Re-Enrollment in Plans**

1. If an employee does not continue benefits during the following instances, coverage does not resume until the employee returns to Pay Status as an Eligible Employee (Part II-A and Administrative Supplement II-A.). Re-enrollment in plans enrolled in prior to separation are required if the lapse in coverage is less than 120 days and re-enrollment occurs in the same plan year.

    - Leave Without Pay,
    - Short Work Break,
    - Furlough,
    - Temporary Layoff,
    - Period of Ineligibility,
    - FTE was reduced to 0 and their Pay Group is changed to Without Salary,

    Eligible Employees who experience a PIE event listed in 1003.D. will be able to make plan changes.

2. Eligible Employees who are Rehired under the same benefit package are required to re-enroll in plans they had at separation if the rehire is less than 120 days.

    Eligible Employees who experience a PIE event listed in 1003.D. will be able to make plan changes.

3. If an employee does not continue benefits during a Leave With Pay, the employee may not re-enroll in plans until Open Enrollment.

The provisions for Adoption Assistance Plan differ from the requirement stated here. See Section 13004.B. for detail.

E. **Reducing Coverage –** This provision is applicable only to Life Insurance and Critical Illness under Supplemental Health Plans. See Section 5004.D. of Life Insurance, and Section 9004.B of Supplemental Health Plans for applicable provisions.

F. **Movement Between Life Insurance Programs and Supplemental Health Plans** – This provision is applicable only to Life Insurance and Critical Illness under Supplemental Health Plans. See Section 5004.E. for Life Insurance and Section 9004.C for Supplemental Health Plans.

G. **Enrollment in Duplicate University–Sponsored Coverage** is not allowed. For purposes of this section, University-sponsored coverage includes benefits provided under the Postdoctoral Scholar Benefit Program. It does not include any plans for which Family Members are not eligible for coverage.

1. If both spouses or domestic partner are eligible to enroll in a plan, including enrollment as an Employee and/or a Retired Member:

a. Each may enroll separately, or

b. One may enroll and cover the other as a Family Member.

If they enroll separately,

c. Neither may cover the other as a Family Member, and

d. Their eligible Family Members may be covered on one plan, but not on both.

2. Children who are eligible to be covered as Family Members and who also are Eligible Employees may:

a. Enroll separately, or

b. Be covered by one parent's plan as a Family Member, but not on both parents' plans. The child who is also an Eligible Employee must submit the appropriate form to opt-out of coverage as an Employee.

3. Survivors who are eligible to be covered as a Family Member may:

a. Remain enrolled as a Survivor under the Retiree Insurance Program, or

b. Be covered as a Family Member under the Faculty/Staff Benefits Program, or

c. Be covered as a Family Member under the Retiree Insurance Program.

4. Eligible Employees may enroll Eligible Family Members in Faculty/Staff Dependent Life Insurance and/or AD&D even if the Eligible Family Member is enrolled in the Life & AD&D Plan under the Postdoctoral Scholar Benefits Program and is not considered duplicate university-sponsored coverage.

For additional detail on duplicate coverage specific to Life Insurance, see Section 5004.F.

The provisions for Adoption Assistance Plan and Identity Theft Protection Plan differ from the requirements stated here. See Section 13003.C. for applicable Adoption Assistance Plan provisions and Section 14003 for applicable Identity Theft Protection Plan provisions.

These provisions do not apply to Flexible Spending Accounts. However, the IRS limits the total amount of the salary reduction agreement per family even if both the Eligible Employee and spouse are University Employees, or if a non-UC

spouse is also enrolled in a dependent care flexible spending account plan through another employer.

H. **Duplicate University-Sponsored Coverage Identifed**

1. Duplicate Coverage within Faculty/Staff Benefits Program – Eligible Employees will be contacted to identify which plan enrollment will remain, and which plan enrollment will be terminated. If Eligible Employees do not identify which plan enrollment will continue and which plan will be terminated, the plan with the latest enrollment date will be terminated. Benefits will be paid under the plan with the earliest effective date.

2. Duplicate Coverage between Faculty/Staff Benefits Program and the Postdoctoral Scholar Benefits Program – Eligible Employees will be contacted to identify which plan enrollment will remain, and which plan enrollment will be terminated. If Eligible Employees do not identify which plan enrollment will continue and which plan will be terminated, the plan with the latest enrollment date will be terminated. Benefits will be paid under the plan with the earliest effective date.

3. Duplicate Coverage between Faculty/Staff Benefits Program and the Retiree Insurance Program – Eligible Employees will be contacted to identify which plan enrollment will remain, and which plan enrollment will be terminated. If Eligible Employees do not identify which plan enrollment will continue and which plan will be terminated, plans will be terminated in accordance to the chart, listed below. Benefits will be paid in accordance to the chart, listed below.

Type of Duplicate Coverage	Medical Plan to Terminate	Non-Medical Plans to Terminate
Subscriber under Faculty/Staff and Retiree Insurance	Mandatory suspension of Retiree Insurance[2]	If subscriber is enrolled in Faculty/Staff plans, mandatory suspension of Retiree Insurance.
Subscriber under Faculty/Staff and as a dependent spouse/domestic partner in Retiree Insurance	Mandatory removal of dependent spouse/domestic partner from Retiree Insurance	If no election is stated, remove dependent spouse/domestic partner from Retiree Insurance
Subscriber under Retiree Insurance and as dependent Spouse/domestic partner in Faculty/Staff Insurance	Mandatory suspension of Retiree Insurance	If no election is stated, remove dependent spouse/domestic partner from Retiree Insurance
Subscriber under Faculty/Staff and as a dependent child in Retiree Insurance	If no election is stated, remove dependent from Retiree Insurance	If no election is stated, remove dependent from Retiree Insurance
Spouses/Domestic Partners covering dependent child under Faculty/Staff and Retiree Insurance	If no election is stated, remove dependent from Retiree Insurance	If no election is stated, remove dependent from Retiree Insurance
Spouse/Domestic Partner Survivor is a subscriber under both Faculty/Staff and Retiree Insurance	Mandatory suspension of Retiree Insurance	If no election is stated, suspend Retiree Insurance
Spouse/Domestic Partner Survivor is a subscriber under Retiree Insurance and dependent spouse/domestic partner under Faculty/Staff	Mandatory suspension of Retiree Insurance	If no election is stated, suspend Retiree Insurance

[2] Exception for Rehired Retirees not eligible for Medicare and eligible for Core-level benefits and Retiree Insurance. In this instance, enrollment in the medical plan under Faculty/Staff Core-level benefits (currently HealthSavings+) will be terminated.

Child Survivor and any eligible dependents are covered under both Faculty/Staff and Retiree Insurance	Mandatory suspension of Retiree Insurance	If no election is stated, suspend Retiree Insurance
Child Survivor and any eligible dependents are covered under Retiree Insurance and dependent spouse under Faculty/Staff Insurance[3]	Mandatory suspension of Retiree Insurance	If no election is stated, suspend Retiree Insurance

[3] Monthly survivor benefit must be continued in order to remain eligible for Retiree Insurance

I. **Opting Out of Enrollment**

1. **Opting Out of Automatic Enrollment**

a. Eligible Employees may not opt out of automatic Basic Life Insurance, Core Life Insurance, Basic Disability Insurance, or Adoption Assistance Plan.

b. Eligible Employees may opt out of automatic Senior Management Life Insurance.

2. **Opting Out of Enrollment** – Instructions on opting out of medical, dental, vision, life, disability insurance, AD&D, legal plans, and supplemental health plans are found in the plan specific sections.

3. **Opting Out of Coverage for Family Members** – Eligible Employees may choose not to enroll eligible Family Members in University-sponsored coverage.

1005. Effective Date

Coverage begins on the date listed below provided the Employee is on Pay Status as an Eligible Employee. Coverage cannot begin for the Eligible Employee and/or eligible Family Member before the first day of eligibility for the plan and requires that the appropriate Enrollment Transaction is processed during the PIE. The Effective Date of any coverage is subject to the exceptions in the plan specific sections.

See Section 5005. for additional Life Insurance information.

See Section 6005. for additional AD&D information.

See Section 7005. for additional Disability Insurance information.

The provisions for Adoption Assistance Plan differ from the requirement stated here. See Section 13005. for detail.

A. **Period of Initial Eligibility**

1. Subject to the following exceptions, if the appropriate enrollment transaction is processed during the PIE, coverage is effective the date the PIE began.

2. **Exceptions**

a. **Transfer From HMO to Non-HMO Plan**

1. If an Eligible Employee who is already enrolled in coverage has a PIE based on leaving the HMO service area and selects a non-HMO plan, the effective date for the non-

HMO plan is the date the Eligible Employee leaves the HMO service area.

2. If an Eligible Employee moves out of the HMO service area but continues to work in the service area and does not change their medical or dental plan within 31 days of leaving the HMO service area, the Effective Date of coverage is the first of the month following the date the employee requests to change medical or dental plans.

b. **Transferring Plans and Adding Dependent** – If an Eligible Employee who is already enrolled in coverage adds dependents and changes medical and/or dental plans during the same PIE, the newly-added dependents' coverage under the Employee's existing plans will start the date the PIE begins. The Eligible Employee and all covered dependents will move to the new medical and/or dental plans on the first of the following month after elections are made.

c. **750/1000 Hour Rule** – If an Eligible Employee meets the 750/1000 Hour Rule, the effective date is the first of the month following the month in which the employee reaches 750/1000 hours.

d. **Declining Coverage during Direct Pay** – If an Eligible Employee declines to continue coverage via Direct Pay but experiences a PIE event, the Effective Date of coverage for dependents added and/or plan changes made during the PIE will be the date the Eligible Employee returns to Pay Status.

The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10005.A. for applicable provisions.

B. **Retroactive Effective Date**

1. If an Eligible Employee's PIE window does not open due to retroactive changes made to their employment record where the employee would have been granted a PIE, the Effective Date of coverage will be the date the initial PIE would have been effective.

2. If an Eligible Employee's PIE window does not open due to UC error, the Effective Date of coverage will be the date the initial PIE would have been effective.

C. **Open Enrollment Period**

If the appropriate enrollment transaction is processed during Open Enrollment for an Eligible Employee not on leave, an Eligible Employee on a Leave With Pay, or an Eligible Employee who is continuing coverage via Direct Pay while on a Leave Without Pay during the OEP, coverage is effective on the date announced by the Plan Administrator, Office of the President.

If an Eligible Employee is on a Leave Without Pay and declined to continue coverage via Direct Pay, they may make an OEP election when they return to Pay Status. The OEP election is effective on the date they return to Pay Status if the return to Pay Status is after the OEP effective date announced by the Plan Administrator, Office of the President. If the Eligible Employee returns to Pay Status prior to the OEP effective date, the OEP election is effective on the date announced by the Plan Administrator, Office of the President. However, see plan specific Exceptions provisions in the Effective Date section.

The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10005.B. for applicable provisions.

This provision does not apply to Basic Life Insurance, Core Life Insurance, Senior Management Life Insurance, AD&D Insurance, and Basic Disability Insurance.

D. **Deferred Effective Date** – Eligible Employees may defer the normal effective date of coverage for up to six months for themselves and/or any Family Member being enrolled by submitting a written request specifying the deferred effective date. The request must be submitted during a PIE. A request for a deferred effective date may not be revoked.

PIE events that occur between PIE & deferred effective date will be allowed, and suspercede deferred effective date elections

For additional provisions related to Supplemental Life Insurance and Dependent Life Insurance, see Sections 5005.B.

This provision does not apply to Basic Life Insurance, Core Life Insurance, Senior Management Life Insurance, AD&D Insurance, Basic Disability, Supplemental Health Plans, or Flexible Spending Accounts.

E. **90-day Waiting Period** – This provision applies only to Medical Plans. See Section 2005.A. for applicable provisions.

F. **Disruption of Primary Medical Group or Disruption of Behavioral Health Provider** – This provision applies only to Medical Plans. See Section 2005.B. for applicable provisions.

G. **Evidence of Insurability** – For Senior Management Life Insurance, Supplemental Life Insurance, Dependent Life Insurance, Voluntary Short-Term Disability, and Voluntary Long-Term Disability only – Provided the carrier approves the application, if the appropriate enrollment transaction is processed within 31 days of the carrier's approval of the Evidence of Insurability application, coverage is effective the date of the approval. The carrier will not accept enrollments processed more than 31 days after approval of the Evidence of Insurability application.

H. **Additional Children Added Outside of PIE** – If an Eligible Employee who has a child already enrolled in a Medical Plan adds an additional child outside of a PIE, that added child's coverage will be effective on the first day of the following month in which the child was added.

I. **Exceptions** – See plan specific sections for exceptions due to Leave for Health Reasons, Leave at the Beginning of an Appointment, and Hospitalized Family Members. All plans have various exceptions and are unique to each plan.

1006. University Contribution

The University may contribute towards any plan premium. The Plan Administrator sets the amount of the contribution. The amount may increase or decrease at any time. The Eligible Employee is responsible for any employee contribution amount.

The provisions differ for the Adoption Assistance Plan and the Identity Theft Protection Plan. See Section 13006 for additional detail on the Adoption Assistance Plan and Section 14006 for additional detail on the Identity Theft Protection Plan.

A. **Continuation of University Contribution During Leave**

1. The University contribution toward Medical Plans, Dental Plan, and Vision Plan may continue during an approved leave with pay, provided the Eligible Employee was enrolled in a Plan at the beginning of the leave.

2. The University contribution towards Medical Plans, Dental Plans, and Vision Plan may continue during an approved leave without pay under the provisions of the Federal Family and Medical Leave Act (FMLA), the Uniformed Services Employment and Reemployment Rights Act (USERRA), California Family Rights Act (CFRA), California Pregnancy Disability Leave Act (PDL), and any other applicable state and/or Federal laws and regulations for the Eligible Employee and any enrolled Family Members, provided the Eligible Employee was enrolled in a Plan at the beginning of the leave.

3. The University contribution towards Medical Plans, Dental Plans, and Vision Plans may continue during a Furlough and Temporary Layoff.

4. University contribution does not continue for employees with the following status:

   - Non FMLA, USERRA, CFRA, or PDL Leave Without Pay
   - Short Work Break
   - Insufficient Earnings with No Employment Break

   For Eligible Employees who experience these statuses during part of a coverage month, the UC Contribution continues if the Eligible Employee is on Pay Status at any time during the coverage month.

5. **Intermittent Leave** – Eligible Employees who are on an unpaid leave of absence may not utilize vacation leave or sick leave on an intermittent basis for the purposes of continuing employer-paid contributions towards benefits.

B. **Expiration of Work Visa** – In the event an Eligible Employee is no longer authorized to work in the U.S. (due to the expiration of their work visa), the UC contribution for Premiums is discontinued.

C. **Reimbursement to UC** – An Eligible Employee may be required to reimburse the University for the amount of University Contribution to which such Eligible Employee was not entitled due to the timing of payroll processing cutoff deadlines and the Eligible Employee's date of Leave Without Pay.

D. **Service Period that Differs from Pay Period** – For Eligible Employees whose Service Period extends beyond the end of the Eligible Employee's Pay Period, the UC Contribution does not continue for Plans that are continued beyond the Pay Period.

E. **Duplicate Coverage** – When more than one Family Member is an eligible Employee and each enrolls separately, each receives a contribution. If Family Members who are eligible Employees are enrolled under a single plan, one contribution is made. An individual who is eligible in more than one category (e.g., as an Eligible Employee and a Family Member; as an Eligible Employee and an Annuitant, etc.) may receive only one contribution for coverage. (Also see Enrollment in Duplicate University-Sponsored Coverage (Section 1004.F.).)

F. **Military Leave** – The University contribution toward Medical Plans, Dental Plan, Vision Plan, and Life Insurance may continue for all Eligible Employees who are members of the National Guard, the Armed Forces, the commissioned corps of Public Health Service, or any other category designated by the President, and have enlisted or have been called to active military duty in the Overseas Contingent Operations campaign (formerly the War on Terror campaign) or any successor military mobilization campaign. If the Eligible Employee remains on military leave under the above provisions, contributions end on June 30, 2018 or upon the separation date of an Eligible Employee's University appointment, whichever comes first.

G. **While Receiving Basic Disability or Voluntary Short-term Disability Benefits** – This provision applies only to Medical Plans. See Section 2006 for applicable provisions.

H. **Imputed Income** – The University complies with Federal and State income tax rules in administering its group insurance programs for Eligible Employees and their eligible Family Members, which includes requirements for the treatment of the University/Employer contribution for insurance coverage. Requirements may include laws mandating that the Employer contribution for coverage provided to Eligible Employees and certain Family Members be treated as imputed income to the Eligible Employee.

1007. Employee Contribution

This section does not apply to the Adoption Assistance Plan and the Identity Theft Protection Plan.

A. **Payment**

1. Employee Contributions for Medical Plans, Legal Insurance, Life Insurance, AD&D Insurance, and Supplemental Health Plans are paid in advance. Employee Contributions for Disability Insurance are paid in arrears. Employee Contributions are paid for a full month, even if coverage stops before the end of the period. Employee Contributions paid by Eligible Employee are made through payroll deduction or direct pay.

2. Employee Contributions for participation in Flexible Spending Accounts are paid through payroll deduction in advance of the month of coverage. Contributions are credited to Eligible Employees' individual Flexible Spending Accounts.

3. There is no charge for the first full or partial month's coverage as a result of an Employee's initial PIE or for the first full or partial month's employee contribution difference, if any, when a Family Member is first added to the plan.

4. If, as the result of an additional PIE, an Eligible Employee, who is already enrolled in a Medical Plan, changes plans mid-month, the Eligible Employee is charged the full month of coverage from their previous plan, and is not charged for the new plan until the Employee's first full month of coverage. Eligible Postdoctoral Scholars enrolled in a Medical Plan under the Postdoctoral Scholar Benefits Program who change to a Medical Plan under the Faculty/Staff Benefits Program are charged the full month of coverage from the Postdoctoral Scholar plan, and are not charged for the new Faculty/Staff plan until the first full month of coverage. Eligible Employees enrolled in a Medical Plan under the Faculty/Staff Benefits Program who change to a Medical Plan under the Postdoctoral Scholar Benefits Program are charged the full month of coverage from the Faculty/Staff plan and are not charged for the new Postdoc plan until the first full month of coverage.

5. There is no charge for the first full or the first partial month's employee contribution difference when an Eligible Employee increases Life Insurance, AD&D Insurance, Disability Insurance, and Critical Illness under the Supplemental Health Plan coverage.

   See Life Insurance (Section 5007.A.) for additional provisions.

6. There is no charge for the first full or partial month's employee contribution when an Eligible Employee reenrolls during an Added PIE (Section 1003.D.) provided there has been a lapse in coverage of more than one month.

7. Represented employees who experience an employment change that results in an employee contribution difference will pay the new employee contribution the first of the following month in which the employment change occurred.

8. Employee contributions will be refunded retroactively if the Eligible Employee identifies an error caused by UC. Retroactive refunds are limited to a 12 month period.

9. Employee contributions may not be refunded if an Eligible Employee fails to file a form to cancel coverage or remove an ineligible Family Member.

10. For instances where there is duplicate coverage, the Eligible Employee will be refunded the employee contributions paid for duplicate coverage.

11. When a plan is cancelled or coverage is reduced, a Family Member is deleted, there is a change in coverage, or a transfer between Plans is made, any employee contribution adjustment is made on the effective date of the change if it falls on the first of the month. If the event occurs at any other time, the employee contribution adjustment is made on the next following first of the month.

12. Eligible Employees must pay past due employee contributions for retroactive coverage.

For additional provisions affecting only Disability Insurance, see Section 7007.A.

B. **Rate Changes** may be made when the contract is renewed or when required by contract amendments, or other applicable agreements, or when the Eligible Employee makes changes in coverage.

See Life Insurance (Section 5007.B.), Disability Insurance (Section 7007.B.), and Supplemental Health Plans (9007.A.) for additional provisions.

The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10007.B. for applicable provisions.

C. **Recovery of Employee Contributions**

1. **FMLA Leave** – If an Eligible Employee does not return to work at the conclusion of their family medical leave, the Employee may be liable for repayment of the UC Contribution during any unpaid portion of the leave. UC may recover any UC Contribution to the extent permitted by law from unpaid wages or vacation pay (if any), or other pay due the Eligible Employee, or by initiating legal action. An Eligible Employee will be considered to have returned to work if they work for at least 30 calendar days beginning with their scheduled return date. The Eligible Employee will not be liable for the UC Contribution, however, if their failure to return to work is due to continuation of their own serious health condition or other reasons beyond their control.

2. **Owed Premiums** – If an Eligible Employee leaves the University while owing employee contributions, and then later returns to the University within 12 months, UC may recover past due employee contributions.

D. **Continuation of Coverage via Direct Payment of Employee Contributions**

1. An Eligible Employee may continue benefits via Direct Payment of Premiums if employee contributions cannot be collected from an Eligible Employee's paycheck. An Eligible Employee must be enrolled in the benefit plan prior the following instances to continue benefits via Direct Payment of Premiums. Eligible employees are responsible for payment of employee contributions in advance while on leave. Refer to Administrative Supplement II-C for procedures relating to payment instructions while on leave.

    a. For Eligible Employees who take a Leave With Pay, coverage continues if employee contributions can be collected from an employee's paycheck. For Eligible Employees whose employee contributions cannot be collected from an employee's paycheck, the Eligible Employee must arrange for direct payment of Premiums through UCPath.

2. For Eligible Employees who take a Leave Without Pay, coverage continues if the Eligible Employee makes arrangements to direct pay the UC Contributions and employee contributions through the local Benefits or Accounting Office. An Eligible Employee who takes an approved unpaid leave under the provisions of FMLA or CFRA must arrange continuation and direct payment of any employee contributions throughUCPath.

1008. Duration of Coverage

The following situations describe the duration of coverage for an Eligible Employee. Different rules may apply, depending on the Eligible Employee's circumstance.

The provisions differ for the Adoption Assistance Plan and the Identity Theft Protection Plan. See Section 13008 for additional detail on the Adoption Assistance Plan and Section 14008 for additional detail on the Identity Theft Protection Plan.

A. **Beginning Benefits Eligibility (BBE) Period** – Coverage is provided throughout the duration of the BBE. The BBE timeframe begins on the employee's date of hire, and lasts until the employee has completed a full SMP. Coverage continues regardless of the number of hours worked during the BBE as long as employee is on Pay Status, subject to the following exceptions:

1. **Termination of Coverage** – coverage ends due to any of the events specified in Section 1009.

2. **Approved Leave and Special Leaves** – coverage ends due to any of the events specified in Section 1008.C. – 1008.D. The BBE and Stability Period duration of coverage timeframes are disregarded and are superseded by the timeframes listed in the appropriate Approved Leave or Special Leave described in Section 1008.C. – 1008.D.

B. **Stability Period** – Coverage is provided throughout the duration of the Stability Period. The Initial Stability Period for an employee who has been measured based on an IMP begins 30 days after the employee's one year anniversary of hire and lasts for 12 months. The Stability Period for an employee who has been measured based on a SMP is January 1 – December 31. Coverage continues regardless of the number of hours worked during the Stability Period as long as employee is on Pay Status, subject to the following exceptions:

1. **Termination of Coverage** – coverage ends due to any of the events specified in Section 1009.

2. **Approved Leave and Special Leaves** – coverage ends due to any of the events specified in Section 1008.C. – 1008.D. The BBE and Stability Period duration of coverage timeframes are disregarded and are superseded by the timeframes listed in the appropriate Approved Leave or Special Leave described in Section 1008.C. – 1008.D.

C. **Short Work Break** – For Eligible Employees on Short Work Break, coverage is provided throughout the duration of the Short Work Break via Direct Payment of Premiums. See Administrative Supplement II-C for additional detail on Direct Payment. See Administrative Supplement III-C for duration of coverage and continuation of UC Contribution.

D. **FTE Reductions to Zero and Pay Group Status as Without Salary** – For Eligible Employees who have their FTE reduced to zero, coverage is provided for up to two years via Direct Payment of Premiums. Eligible Employees whose FTE remains at zero for two years must complete a form to cancel coverage effective the first day of the 25th month.

E. **Employees with Service Periods that Differ from Pay Periods** – Eligible Employees whose Service Period extends beyond the end of the of the Eligible Employee's Pay Period may continue coverage for the duration of the Eligible Employee's Service Period. For Eligible Employees who choose to continue coverage, coverage ends on the last day of the month in which the Eligible Employee's Service Period ends. For Eligible Employees who choose not to continue coverage, coverage ends on the last day of the month in which the Pay Period ends.

F. **Approved Leave With or Without Pay –** To continue coverage, Eligible Employee must meet the requirements set forth below. If an Eligible Employee does not continue coverage during an Approved Leave With or Without Pay, the Eligible Employee will not have to submit Evidence of Insurability to re-enroll in plans when s/he returns from leave.

1. **Prior Arrangements** – Coverage is continued if the Eligible Employee arranges for continuation of benefits. Eligible Employees who fail to make prior arrangements or pay premiums during an Approved Leave will have their coverage terminated, as described in Sections 1009.B.1.

2. **Direct Payment of Premiums** – Eligible employees are responsible for payment of premiums (in advance) while on leave. Payment is due in advance of each premium month. If payment is more than 30 days late, the Eligible Employee will be given at least 15 days' notice before cancelling coverage.

   An Eligible Employee may drop coverage for benefits throughout the duration of Direct Pay. An Eligible Employee may drop coverage for dependents, but continue enrollment for themselves at the time they elect to continue coverage via Direct Pay. These elections must be made prior to the Leave through the local Benefits or Accounting Office or UCPath Center.

3. **Timeline** – Eligible Employees who take an Approved Leave With or Without Pay may continue coverage subject to the timelines listed below. Eligible Employees who will continue on paid or unpaid leave beyond two years must complete a form to cancel coverage to be effective the first day of the 25th month of the leave.

   a. Coverage ends after the fourth month for the following plans with the Eligible Employee is on an approved leave without pay:

      - Senior Management Life Insurance
      - Basic Life Insurance
      - Core Life Insurance

   b. Coverage ends after 2 years for the following plans for Eligible Employees on an approved leave:

      - Medical Plans
      - Dental Plan
      - Vision Plan
      - Life Insurance
      - AD&D Insurance
      - Legal Plan
      - Supplemental Health Plans

   c. If an Eligible Employee takes a combined Leave Without Pay and a Leave With Pay, coverage may be continued for a combined maximum of 2 years. Time on Worker's Compensation does not count toward the 2 year maximum.

   For additional provisions related to Life Insurance, see Section 5008.A.1.

The provisions for Disability Insurance and Flexible Spending Accounts differ from the requirements stated here. See Section 7008.A. of Disability Insurance and Section 10008.A. of Flexible Spending Accounts for detail.

G. **Special Leaves** – Eligible Employee who take any of the following leaves are subject to the provisions listed below:

1. **Military Leave**

a. During the first 30 days of a Military Leave, the Eligible Employee remains on pay status and benefits continue.

b. Eligible Employees who, as members of the National Guard, the Armed Forces, the commissioned corps of the Public Health Service, or any other category designated by the President, have enlisted or have been called to active military duty in the Overseas Contingency Operations campaign (formerly the War on Terror campaign) or any successor military mobilization campaign are eligible for supplements to their military pay. Eligible Employees receiving supplements to their military pay will be considered on pay status. See plan specific sections on the duration of coverage for each plan. For additional information, See University of California Policy – Supplement to Military Pay.

c. For Eligible Employees and/or Eligible Family Members on an approved leave without pay under the Uniformed Services Employment and Reemployment Rights Act (USERRA), coverage continues for all plans, provided the Eligible Employee was enrolled in a plan at the beginning of the leave. See plan specific sections on the duration of coverage.

d. Some plans allow for continuation of coverage during the unpaid, non-USERRA portion of Military Leave. If the Eligible Employee continues coverage, the Eligible Employee must arrange for continuation and direct payment of UC contribution and employee contribution through UCPath. These arrangements must be made in advance. Payment must be made in advance of each premium month.

The following plans allow for continuation of coverage during unpaid Military Leave:

i. Medical Plans
ii. Dental Plans
iii. Vision Plans
iv. Life Insurance
v. AD&D
vi. Legal Plan
vii. Supplemental Health Plans

See Plan Documents for additional detail.

2. **While Receiving Basic Disability or Voluntary Short-term Disability Benefits** – See Section 2008.A.2. for details related to Medical Plans.

3. **While Receiving Temporary Disability Payments Under Workers' Compensation** – See Section 2008.A.3. for details related to Medical Plans.

4. **Sabbatical Leave/Qualified Leave for Professional Renewal** – Coverage may be continued for up to two years as long as earnings cover required deductions. If earnings do not cover required deductions, the Eligible Employee may direct pay premiums in order to continue coverage.

   Eligible Employees who will continue on paid leave beyond two years must complete a cancellation or opt-out form to be effective the first day of the 25th month of the leave.

   For additional provisions affecting only Life Insurance, see Section 5008.B.2.

   The provisions for Sabbatical Leave/Qualified Leave for Professional Renewal for Basic Disability Insurance are as described in this section. However, the provisions for Sabbatical Leave/Qualified Leave for Professional Renewal for Voluntary Short-Term and Voluntary Long-Term Disability Insurance differ from the requirements stated here. See Section 7008.B.2. for applicable provisions.

   The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10008.C. for applicable provisions.

5. **Temporary Layoff** – Coverage may continue during the Temporary Layoff up to four months. The Eligible Employee must arrange continuation and direct payment of any Premiums in order to continue coverage. The three-month period begins after the last University paycheck with a Plan contribution. Eligibility will not continue past the fourth month after the Temporary Layoff.

   For additional provisions applicable to Life Insurance, see Section 5008.D.

   The provisions for Disability Insurance and Flexible Spending Accounts differ from the requirements stated here. See Sections 7008.B.3 and 10008.D. for applicable provisions.

6. **Furlough** – Coverage may continue during the Furlough up to four months. The Eligible Employee must arrange continuation and direct payment of any Premiums in order to continue coverage. The three-month period begins after the last University paycheck with a Plan contribution. Eligibility will not continue past the fourth month after the furlough.

For additional provisions applicable to Life Insurance, see Section 5008.B.3.

The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10008.D. for applicable provisions.

7. **Pending Approval for Disability Income from a University-Sponsored Defined Benefit Plan** – If the following circumstances apply, the Eligible Employee may arrange direct payment of UC contribution and employee contribution for Medical Plans, Dental Plan, Vision Plan, AD&D Insurance, Legal Plan, and Supplemental Health Plans through the appropriate unit in the Retirement Administration Service Center.

   a. The Eligible Employee has applied for disability income from a University-sponsored defined benefit plan and the application is in process, and

   b. The Eligible Employee is either on leave without pay or has been terminated from University employment.

   Payment must be made in advance of each premium month. The Eligible Employee must arrange direct payment of UC contribution and employee contribution through the appropriate unit in the Retirement Administration Service Center.

8. **Pending Approval for Waiver of Life Insurance Premium** – See Section 5008.B.5. for details related to Life Insurance.

9. **Extended Sick Leave Recipient** – An Employee on extended sick leave (80% of regular pay) for a work-related disability covered by Workers' Compensation may continue benefits up to the six-month maximum period for extended sick leave.

10. **Supplemental Family and Medical Leave** – An Eligible Employee on Supplemental Family and Medical leave can continue coverage for 12 workweeks or until the end of the calendar year, whichever is less.

11. **Indefinite Layoff** – This provision applies only to Legal Plans. See Section 8008.A.2. for details.

12. **Insufficient Earnings** – This provision applies only to Flexible Spending Accounts. See Section 10008.E. for details.

1009. Termination of Coverage

Clerical error, by itself, is not a basis for extension of coverage past the date it would otherwise end.

See Added Period of Eligibility (Sections 1003.D.), COBRA (Section 1010.), and Conversion and Portability (Section 1011.) for options for continued coverage that may apply.

A. **Employee-Initiated Disenrollment**

1. If employee contributions are paid pre-tax, coverage may not be cancelled unless a status change occurs. If employee contributions are paid after tax, coverage may be cancelled at any time, and coverage ends on the last day of the month in which a form to cancel/opt out of coverage or delete a Family Member is received in the local Benefits or Accounting Office.

2. Eligible Employees may disenroll themselves and/or Family Members from Medical Plans, Dental Plan and Vision Plan only during the following events:

   a. A new PIE (Section 1003.), or

   b. An OEP (Section 1004.B.2.).

3. Eligible Employee may disenroll themselves and/or eligible Family Members from the following Plans at any time:

   - Senior Management Life Insurance
   - Dependent Life Insurance
   - Supplemental Life Insurance
   - AD&D Insurance
   - Voluntary Short-Term Disability
   - Voluntary Long-Term Disability
   - Legal Plan
   - Supplemental Health Plans

4. Eligible Employees may not disenroll from Basic Life Insurance, Core Life Insurance, Basic Disability Insurance, Affinity Benefits, Adoption Assistance Plan, and/or Identity Theft Protection Plan.

   When cancelling and/or reducing the amount of coverage, the Eligible Employee must submit a cancellation or change form. Coverage is reduced or ended on the last day of the month in which the form to cancel/reduce coverage is received in the local Benefits or Accounting Office, subject to payroll deadlines.

   See Life Insurance (Section 5009.A.), Disability Insurance (Section 7009.A.), and Critical Illness under Supplemental Health Plans (Section 9009.A.) for additional provisions.

   The provisions for Flexible Spending Accounts differ from the requirements stated here. See Section 10009.B. for applicable provisions related to Flexible Spending Accounts.

B. **Falling Below Average Weekly Hours of Service Threshold After Measurement (IMP or SMP)**

1. Coverage terminates for employees who, after being measured during an IMP or SMP, fall below the required Average Weekly Hours of Service threshold for their group. The threshold for Group A is 17.5 Average Weekly Hours of Service, and for Group B is 30 Average Weekly Hours of Service. For the IMP, coverage is terminated at the end of the Administrative Period. For the SMP, coverage is terminated on December 31.

2. Exceptions

a. Employees who fall below the Average Weekly Hours of Service threshold for their group will not have their benefits terminated if the following circumstances apply:

1. Extended Sick Leave Recipient

   Transitional Work (Formally Approved) – Campus and laboratory officials may approve continuation of benefits during a period of approved transitional (either stay at work or return to work) employment. In this context, transitional work refers to an Employee who is working part-time at the University (or has a reduced schedule) as part of an approved accommodation and whose time worked is such that benefits might otherwise be lost due to the transitional work period. To avoid loss of benefits, the status qualification code is appropriate.

2. Employee has 750/1000 hours on the date of disenrollment.

b. **Rehired Retirees** – Rehired Retirees or Employed Survivors who fall below the Average Weekly Hours of Service threshold for their group will have their benefits terminated at the end of the next month following the Administrative Period, to allow for transitioning from the Faculty/Staff Benefits Program to participation in the Retiree Health Benefits Program. As an example, if the Administrative Period is set to end on December 31, coverage for Rehired Retirees will end on January 31.

C. **During an Approved Leave or Special Leave**

1. **Failure to Make Arrangements** – Coverage terminates if the Eligible Employee fails to make arrangements to continue coverage prior to taking a leave. Coverage is terminated at the end of the month in which the leave begins.

2. **Failure to Pay Premiums** – Refer to Administrative Supplement II-C for procedures relating to payment of premiums while on leave.

3. **Exhaustion of Timeline** – Coverage terminates once the timeframes listed in Section 1008.C.3. have been exhausted. For plans that allow for continuation of benefits for up to two years, employees must complete a cancellation form to be effective the first day of the 25th month of leave.

4. **Declining to Continue Coverage via Direct Pay** – Coverage terminates if the Eligible Employee declines to continue coverage via Direct Pay during the following events:

   - Leave With Pay,
   - Leave Without Pay,
   - Short Work Break,
   - Furlough,
   - Temporary Layoff,
   - Period of Ineligibility,
   - FTE was reduced to 0 and their Pay Group is changed to Without Salary,

The provisions for Flexible Spending Account, Adoption Assistance Plan, and Identity Theft Protection Plan differ from the requirements stated here. See Section 10009.A. for Flexible Spending Accounts, Section 13009.B. for detail on Adoption Assistance Plan, and Section 14009 for detail on Identity Theft Protection Plan.

D. **During an Unapproved Leave** – Coverage terminates when an Eligible Employee is not on Pay Status and does not have an approved leave of absence. Coverage ends at the end of the month in which an unapproved leave or pay status existed. Employees do not qualify for continued coverage during unapproved leave and may not pay premiums directly to the local Benefits or Payroll Office to continue coverage. A strike or suspension are considered to be types of unapproved Leave.

E. **Separation from Employment or Senior Management Appointment** –

1. Coverage ends on the last day of the month of separation unless the separation is due to the death of an Eligible Employee, in which case See Section 1009.F. below.

2. Coverage ends on the last day of the month following the month ofr separation for a Rehired Retiree or Employed Survivor.

See Section 5009.H. for additional provisions related to Life Insurance.

The provisions for Disability Insurance differ from the requirements stated here. See Section 7009.D. for applicable provisions.

H. **Reduction in Senior Management Appointment Below 100%** - See Section 5009.E. for applicable Life Insurance provisions.

I. **Death of Employee** – Coverage ends on the last day of the month of the employee's death. If the Eligible Employee has Family Members covered in medical, dental, or vision, coverage for those plans ends of the last day of the month following the month of death.

J. **Indefinite Layoff** – Coverage ends on the last day of the month of layoff.

For additional provisions applicable only to Medical Plans, see Section 2009.B.

The provisions for Life Insurance and Legal Plan differ from the requirements stated here. See Section 5009.D. for applicable provisions related to Life Insurance, and Section 8009.B. for applicable provisions related to Legal Plan.

K. **Transfer to a Position in an Ineligible Group** – Coverage ends on the last day of the month in which the transfer occurs.

The provisions for Disability differ from the requirements stated here. See Section 7009.D. of Disability Insurance for detail.

L. **Transfer to Postdoctoral Scholar Benefits Program or Medical Resident Program** – Coverage ends on the last day of the month in which the Faculty/Staff appointment ends.

M. **Appointment Change That Results in Gain/Loss of Eligibility** – Eligible Employees who are already enrolled in coverage and change medical or dental plans due to an appointment change will have their coverage for their former plan end at the end of the month in which the appointment change takes place.

N. **Retirement –** Coverage ends on the last day of the month following the month in which separation occurs.

These provisions do not apply to the Adoption Assistance Plan or the Identity Theft Protection Plan.

O. **Insufficient Earnings** – If applicable employee contributions cannot be taken from pay for two consecutive months, coverage lapses retroactively to the first day of the first month for which a premium was missed. Eligible Employees may continue coverage for some plans through direct payment of premiums. See Administrative Supplement II-C for additional detail.

The provisions for Basic Life Insurance, Senior Management Life Insurance, Disability Insurance, and Flexible Spending Accounts differ from the requirements stated here. See Section 5009.G. for applicable provisions related to Life Insurance, Section 7009.E. for applicable provisions related to Disability Insurance, and Section 10008.E. for applicable provisions related to Flexible Spending Accounts.

This provision does not apply to Adoption Assistance Plan or Identity Theft Protection Plan.

P. **Loss of Eligible Family Member Status**

The Eligible Employee must notify the University in the event that a Family Member loses eligible status within 31 days. Coverage for the ineligible Family Member ends at the end of the month in which the Family Member no longer meets the eligibility criteria described in Part II.1.C.

If an Eligible Employee does not notify the University of the Family Member losing eligible status within 31 days, coverage will retroactively terminate to the end of the month in which the Family Member no longer meets the eligibility criteria described in Part II.1.C.

For purposes of requesting COBRA continuation, notice may be provided to UC within 60 days of the Family Member's loss of eligibility. The University may recover the costs of UC contribution from the Eligible Employee due to enrollment of ineligible individuals subject to the terms in Section 1009.N.

1. **Divorce/Legal Separation/Annulment** – Eligibility stops at the end of the month in which the divorce/legal separation/annulment is final.

2. **Ineligible Adult Dependent Relative/Domestic Partner** – Eligibility stops at the end of the month in which the individual ceases to meet any one of the eligibility requirements (described in Part II.1.C.) or in the case of an adult dependent relative, the day the individual becomes eligible for Medicare (the first of the month in which the individual becomes age 65, or the first of the prior month if the birthday is on the first of the month).

3. **Overage/Ineligible Child or Grandchild or Step Grandchild** – Eligibility stops at the end of the month in which the child reaches age 26 (18 for a Legal Ward), or ceases to meet any one of the eligibility requirements (described in Part II.1.C.). This age provision does not apply to qualifying disabled children.

4. **Marriage of Eligible Grandchild, Overage Disabled Child or Declaration of Emancipation by a Minor Child** – Eligibility stops at the end of the month in which the child marries or a declaration of emancipation becomes effective.

5. **Family Member Becomes Eligible Employee** – This provision applies only to Dependent Life Insurance, see Section 5008.F.5.

   UC reserves the right to terminate coverage of an individual for whom we have proof of ineligibility (e.g., copy of Judgement of Dissolution), without prior notice or permission of the employee or affected individual. Further, UC reserves the right to terminate coverage of an ineligible individual retroactive to the first of the month following the date of ineligibility (e.g., date of dissolution of the marriage or domestic partnership).

   For additional provisions applicable to Life Insurance, see Section 5008.F.

   The provisions of this section do not apply to plans for which Family Members are not eligible for coverage.

M. **Termination of Group Contract between the University and the Carrier** – Coverage terminates the day the group contract between the University and the carrier is terminated or the day the University terminates the plan.

N. **Enrollment of Ineligible Individuals** – The Plan Administrator reserves the right to disenroll ineligible individuals. Disenrolled individuals who never met UC's eligibility requirements are not entitled to COBRA, described in Section 1010. Disenrolled individuals who previously met UC's eligibility requirements may be entitled to COBRA, described in Section 1010.

Recovery of any paid premiums due to the enrollment of such individuals may be recovered by the Plan Administrator, Office of the President, in conjunction with the University campus or lab location and the carrier, if permitted by law.

The provisions of this section do not apply to plans for which Family Members are not eligible for coverage.

O. **Misuse of the Plan** – The Plan Administrator reserves the right to disenroll individuals who misuse the plan.

Misuse of the Plan is defined in the Definitions and Abbreviations Section (Part I-B) and includes, but may not be limited to, actions such as falsifying enrollment or claims information, intentionally enrolling individuals who are not eligible Family Members, allowing another individual to use the Employee's plan identification card, threats or abusive behavior toward plan providers or representatives.

The Plan Administrator may work with the University campus or lab location and the carrier to recover any UC contribution due to enrollment of ineligible individuals.

Re-enrollment is subject to Plan Administrator or plan (as applicable) approval. If re-enrollment is permitted, coverage will be effective as soon as administratively feasible after approval by the Plan Administrator or applicable plan.

See Section 7009.F. for provisions applicable only to Disability Insurance.

P. **Failure to Complete FMEV** – For Eligible Employees or Eligible Postdoctoral Scholars who fail to complete FMEV on behalf of their Family Members, all unverified Family Members will be disenrolled from all health and welfare benefits plans at the end of the month in which the FMEV case is closed.

The provisions of this section do not apply to plans for which Family Members are not eligible for coverage.

Q. **Cancellation of Coverage/Contribution Election** – This provision applies only to Flexible Spending Accounts. See Section 10009.B. for applicable provisions.

1010. Continued Group Coverage (COBRA)

Upon termination Medical Plans, Dental Plans, Vision Plan, and Health FSA Coverage, COBRA continuation coverage may be available in accordance with applicable provisions of the Public Health Service Act and COBRA regulations under the Internal Revenue Code.

If an Eligible Employee experiences a change in benefit package that results in a loss of coverage for Medical Plans, Dental Plans, or Vision Plan, Eligible Employees will be allowed to continue coverage through COBRA for plans in which they have been enrolled that are not included in the new benefit package. Employees will not be offered COBRA continuation coverage if coverage is included in the new benefits package.

Example: Employee goes from Full Benefits eligible to Core Benefits eligible. The employee will be offered COBRA for their Medical Plan if they enrolled in any medical plan other than HealthSavings+. The employee will be allowed to continue Dental Plan and Vision Plan through COBRA. They will not be allowed to continue Health FSA through COBRA.

If the Eligible Employee wants to continue coverage beyond COBRA, see Section 1011 for Conversion and Portability options.

1011. Conversion and Portability

A. **Conversion**

When coverage ends because of retirement, termination of employment, end of the continued group coverage period, or other loss of eligibility, certain plans may be converted to an individual Plan offered by the carrier without the need for evidence of insurability. The terms regarding availability of an individual plan are determined by each plan and may not be available in all cases. The Eligible Employee and/or eligible Family Members must apply for conversion. The carrier must receive the conversion application and the required premium within the timeframe specified in the Plan booklet (generally 31 days from the date the group coverage ends).

The following plans may be converted to an individual Plan: Medical Plans, Life Insurance, AD&D Insurance, and Legal Plan.

For additional provisions related only to Life Insurance plans, see Section 5011.A.

For additional provisions related only to AD&D Insurance, see Section 6011.A.

There is no conversion option for Dental Plans, Vision Plan, Disability Insurance, Supplemental Health Plans, Adoption Assistance Plan, and Identity Theft Protection Plan.

B. **Portability**

The portability benefit allows the Eligible Employee and/or eligible family member to continue Life Insurance and Supplemental Health Plans coverage at group term rates, which are generally lower than the conversion premium rates. Evidence of Insurability is not required, but if the Eligible Employee and/or eligible family member submit proof of good health, the Eligible Employee and/or eligible family member may qualify for preferred rates. There are additional requirements for portability.

The following plans may be ported to an individual Plan: Supplemental Life Insurance, Basic and Expanded Dependent Life Insurance, Supplemental Health Plans, and Identity Theft Protection Plan.

There is no porting option for Medical Plans, Dental Plans, Vision Plan, Disability Insurance, AD&D, and Adoption Assistance Plan

2000. MEDICAL PLANS

2001. Definition

The University-sponsored group Medical Plans provide medical, behavioral health, and prescription drug coverage for Eligible Employees and their eligible Family Members. (See Part IV for Annuitant eligibility.)

2002. Eligibility

The eligibility requirements are set forth in Part II.1.A. and Administrative Supplement II-A for Employees, and Part II.1.C. for Family Members.

2003. Period of Initial Eligibility (PIE)

The Period of Initial Eligibility requirements are set forth in Section 1003 of these Regulations. For additional provisions related only to Medical Plans, see below:

A. **Added PIE** – Under the following circumstances there is an additional PIE.

1. **Nonimmigrant Aliens and Other Employees** whose eligible Family Member(s) arrive in the United States after the Eligible Employee's PIE have a new PIE to enroll them in Medical. The PIE begins the day the Family Member(s) arrive in the United States.

2. **At Point of Layoff** – There is a new PIE to change any Medical Plan to HealthSavings+ if the Eligible Employee is subject to layoff from a University position and is eligible for COBRA continuation coverage. The PIE is the same as the enrollment period allowed by the COBRA administrator.

3. **Move Out of/Return to Medical HMO Plan Service Area**

a. **University-Sponsored Plan**

i. Eligible Employee and/or eligible Family Member no longer reside AND work in HMO Medical Plan Service area will be required to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. Upon return to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

ii. Eligible Employee and/or eligible Family Member no longer reside but continue to work in HMO Medical Plan Service area will have an optional PIE to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. If an Eligible Employee returns to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

iii. Eligible Employee and/or eligible Family Member continues to reside but no longer works in the HMO Medical Plan Service area will have an optional PIE to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. If an Eligible Employee returns to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

iv. Eligible Employee and/or eligible Family Member who will be away from the service area for more than two months will be required to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. Upon return to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

b. **Non-University Sponsored Plan** – If an Eligible Employee and/or his/her Family Members are solely enrolled in a non-University-sponsored HMO, or other arrangement, that does not provide benefits to individuals who no longer reside, live or work in the service area, and coverage is lost because the enrolled individuals no longer reside, live or work in the plan's service area, the Employee may enroll him/herself and/or eligible Family Members in any University-sponsored plan.

If the coverage is lost under an HMO, or other arrangement, in the group plan market, enrollment in a University-sponsored plan as described above is available only if the sponsor of the group plan makes no other benefit package available to the individual(s) losing coverage.

4. **Disruption of Primary Medical Group** – An Eligible Employee may be given a new PIE to change to another Medical Plan if/when their current primary medical group's contract with the Medical Plan is terminated. Such PIE is available only if the Eligible Employee:

a. Is not participating in the TIP Plan; or

b. The Eligible Employee is participating in the TIP Plan and the change meets the election change requirements under the terms of the plan and Section 125 of the Internal Revenue Code, as determined by the Plan Administrator.

If an Eligible Employee enrolled in the affected Medical Plan is requesting a Medical Plan transfer and the Office of the President Human Resources has not made a system-wide announcement, they must submit a copy of the medical group termination letter which indicates the effective date of the termination, with their plan enrollment. The PIE, if permitted, begins with the date of the announcement/letter or the effective date of the medical group termination, if later.

5. **Disruption of Behavioral Health Provider**

a. An Eligible Employee may be given a new PIE to change to another Medical Plan if their current behavioral health provider leaves their current Medical Plan's network to join another Medical Plan's network.

b. Employees requesting to change to another Medical Plan must request a letter from their behavioral health provider documenting the following:

i. The Eligible Employee or Family Member and is currently undergoing treatment from the behavioral health provider,

ii. Date the behavioral health provider is leaving the current medical plan's network,

iii. Date the behavioral health provider is joining a new UC-sponsored medical plan's network.

c. The PIE, if permitted, begins on the date the current medical plan's provider leaves the network.

6. **Eligibility for Medicaid or CHIP Premium Assistance Program** –

a. If an Eligible Employee and/or their eligible Family Member(s) who are not enrolled in a University-sponsored medical plan become eligible for premium assistance under Medicaid or CHIP premium assistance program, the Eligible Employee may enroll themselves and/or eligible Family Members in any University-sponsored plan.

b. If an Eligible Employee and/or their eligible Family Member(s) who are enrolled in a University-sponsored medical plan become eligible for premium assistance under Medicaid or the CHIP

premium assistance program, the Eligible Employee may disenroll themselves and/or eligible Family Members from any University-sponsored plan.

7. **Judgment, Decree or Order** – An Eligible Employee must be permitted to enroll an eligible child in a medical plan if such Employee is legally required to provide group health coverage to such child pursuant to an administrative or court judgment, decree or order.

8. **Enrollment Into Medicare and Health Savings Account Medical Plans –** An Eligible Employee and/or their eligible Family Member(s) enrolled in a UC-sponsored Health Savings Account Medical Plan will be granted a PIE if they and/or their Family Members enroll in Medicare.

2004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Medical Plans, see below:

A. **Enrolling in Coverage** – In addition to the provisions stated in Section 1004.B.2., the following provisions apply:

1. **90-Day Waiting Period** – In the following situations an Eligible Employee may enroll in Medical Plans subject to a 90-Day Waiting Period before coverage begins. The 90-Day Waiting Period begins on the date the enrollment form is received by the local Benefits or Accounting Office and ends 90 consecutive calendar days from the date it begins.

a. An Eligible Employee is not enrolled in Medical Plans because a PIE or OEP was missed and the Eligible Employee has not submitted an opt-out or cancellation form.

b. An Eligible Employee opted-out of coverage in Medical Plans and subsequently missed a PIE or OEP opportunity to enroll or re-enroll.

c. An Eligible Employee is enrolled in non-family coverage and missed a PIE or an OEP and wants to add an eligible Family Member.

B. **Opting Out of Enrollment**

1. **Opting Out of Enrollment –** Eligible Employees may opt out of Medical Plans.

2005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Medical Plans, see below:

Coverage begins on the date listed below:

A. **90-day Waiting Period** – The 91st consecutive calendar day after the enrollment form is received by the local Benefits or Accounting Office.

B. **Disruption of Primary Medical Group or Disruption of Behavioral Health Provider** – The effective date of the transfer is the first day of the month following enrollment, subject to payroll processing deadlines.

C. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee and all eligible Family Members is deferred as noted.

1. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

2. **Open Enrollment Period Action by Employee on a Leave Without Pay** – If the employee has not continued coverage via direct pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status in an eligible appointment.

2006. University Contribution

The University contributes toward the Medical Plans premium. The University Contribution requirements are set forth in Section 1006. of these Regulations. For additional provisions related only to Medical Plans, see below.

A. **While Receiving Basic Disability or Voluntary Short-term Disability Benefits** – Eligible Employees receiving Basic Disability or Voluntary Short-Term Disability Benefits continue to receive the University contribution for Medical Plans coverage for up to six months provided their University employment is not terminated. If the Eligible Employee receives Basic Disability or Voluntary Short-Term Disability Benefits for less than six months, the UC Contribution ends on the last day of the month following the month in which Basic and/or Voluntary Short-Term Disability Benefits end.

The UC Contribution does not continue for Eligible Employees who have applied for disability income from a University-Sponsored Defined Benefit Plan and the application is pending.

2007. Employee Contribution

Employee contribution for Medical Plans are paid in advance. The Employee Contribution requirements are set forth in Section 1007. of these Regulations.

2008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Medical Plans, see below:

A. **Special Leaves**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

   a. If an Eligible Employee is on an approved military leave without pay, coverage may continue Medical Plans for an additional six months, provided the Eligible Employee and/or eligible Family Member was enrolled in a plan at the beginning of the leave.

   b. After all Military Leave timeframes have been exhausted, an Eligible Employee may continue coverage through COBRA (Section 1010.) or Conversion (Section 1011.).

2. **While Receiving Basic Disability or Voluntary Short-Term Disability Benefits** – Eligible Employees may continue coverage while receiving Basic Disability or Voluntary Short-Term Disability Benefits, provided that their University employment is not terminated. These Employees must arrange direct payment of any Net Premiums through UCPath. Payment must be made in advance of each premium month.

3. **While Receiving Temporary Disability Payments Under Workers' Compensation** – Medical Plans coverage for an Eligible Employee may be continued while the Eligible Employee is receiving workers' compensation temporary disability benefits in connection with University employment, provided that their University employment is not terminated. The Medical Plan Contingency Fund may be used in specified situations to reimburse departments for the UC Contribution and Employee Premium for the Eligible Employee's Medical Plan. See Administrative Supplement III-A.

2009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Medical Plans, see below:

A. **Employee Initiated Disenrollment**

1. An Eligible Employee may disenroll themselves and Family Members from Medical Plans during the following events:

   a. A new PIE (Section 1003.), or

   b. An OEP (Section 1004.B.2.).

B. **Indefinite Layoff** – In addition to the provisions stated in Section 1009.G., the following provisions also apply:

Eligible Employees who are eligible for continued group coverage (COBRA) may continue their current Medical Plan or change to HealthSavings+ at the time of layoff.

C. **Loss of Eligible Family Member Status** – In addition to the provisions stated in Section 1009.L., the following provisions also apply:

For purposes of requesting COBRA continuation, notice may be provided to UC within 60 days of the Family Member's loss of eligibility.

D. **Enrollment of Ineligible Individuals** – Disenrolled individuals who never met UC's eligibility requirements are not entitled to COBRA, described in Section 1010. Disenrolled individuals who previously met UC's eligibility requirements may be entitled to COBRA, described in Section 1010.

2010. Continued Group Coverage (COBRA)

COBRA continuation is available. See Section 1010. of these Regulations.

2011. Conversion and Portability

A. **Conversion** – Medical Plans may be converted to an individual plan. The Conversion requirements are set forth in Section 1011. of these Regulations.

B. **Portability** – Medical Plans may not be ported to an individual plan.

3000. DENTAL PLANS

3001. Definition

The University-sponsored group Dental Plans provide dental coverage for Eligible Employees and their eligible Family Members. (See Part IV for Annuitant eligibility.)

3002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees and Part II.1.C. for Family Members of these Regulations.

3003. Period of Initial Eligibility (PIE)

The Period of Initial Eligibility requirements are set forth in Section 1003. of these Regulations. For additional provisions related only to Dental Plans, see below:

A. **Added PIE** – Under the following circumstances there is an additional PIE.

1. **Nonimmigrant Aliens and Other Employees** whose eligible Family Member(s) arrive in the United States after the Eligible Employee's PIE have a new PIE to enroll them in Dental Plan. The PIE begins the day the Family Member(s) arrive in the United States.

2. Move Out of/Return to Dental HMO Plan Service Area

a. **University-Sponsored Plan**

i. Eligible Employee and/or eligible Family Member no longer reside AND work in HMO Dental Plan Service area will be required to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. Upon return to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

ii. Eligible Employee and/or eligible Family Member no longer reside but continue to work in HMO Dental Plan Service area will have an optional PIE to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. If an Eligible Employee returns to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the

same HMO, or other arrangement, they had at the time of the move out of area.

iii. Eligible Employee and/or eligible Family Member continues to reside but no longer works in the HMO Dental Plan Service area will have an optional PIE to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. If an Eligible Employee returns to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

iv. Eligible Employee and/or eligible Family Member will be away from the service area for more than two months will have will be required to enroll themselves and/or eligible Family Members in another University-sponsored plan available in the Eligible Employee's or eligible Family Member's new location. Upon return to the service area, the Eligible Employee will have a PIE to reenroll themselves and eligible Family Members in the same HMO, or other arrangement, they had at the time of the move out of area.

b. **Non-University Sponsored Plan** – If an Eligible Employee and/or his/her Family Members are solely enrolled in a non-University-sponsored HMO, or other arrangement, that does not provide benefits to individuals who no longer reside, live or work in the service area, and coverage is lost because the enrolled individuals no longer reside, live or work in the plan's service area, the Employee may enroll him/herself and/or eligible Family Members in any University-sponsored plan.

If the coverage is lost under an HMO, or other arrangement, in the group plan market, enrollment in a University-sponsored plan as described above is available only if the sponsor of the group plan makes no other benefit package available to the individual(s) losing coverage.

3004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations.

B. **Opting Out of Enrollment**

1. **Opting Out of Coverage** – Eligible Employees may opt-out of University-sponsored dental coverage.

3005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Dental Plan, see below:

A. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee and all eligible Family Members is deferred as noted.

1. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

2. **Open Enrollment Period Action by Employee on a Leave Without Pay** – If the employee has not continued coverage via direct pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status in an eligible appointment.

3006. University Contribution

The University contributes toward the Dental Plan premium. The University Contribution requirements are set forth in Section 1006. of these Regulations.

3007. Employee Contribution

Premiums for Dental Insurance are paid in advance. The Employee Contribution requirements are set forth in Section 1007. of these Regulations.

3008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Dental Plans, see below:

A. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

a. If an Eligible Employee is on an approved leave without pay, coverage may be continued for Dental Plan for an additional six months, provided the Eligible Employee and/or Family Member was enrolled in a plan at the beginning of the leave.

b. After all Military Leave timeframes have been exhausted, an Eligible Employee may continue coverage for Dental Plan through COBRA.

3009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Dental Plans, see below:

A. **Employee Initiated Disenrollment**

1. An Eligible Employee may disenroll himself/herself and Family Members from Dental Plan during the following events:

   a. A new PIE (Section 1003.), or

   b. An OEP (Section 1004.B.2.).

B. **Loss of Eligible Family Member Status** – In addition to the provisions stated in Section 1009.L., the following provisions also apply:

For purposes of requesting COBRA continuation, notice may be provided to UC within 60 days of the Family Member's loss of eligibility.

C. **Enrollment of Ineligible Individuals** – Disenrolled individuals who never met UC's eligibility requirements are not entitled to COBRA, described in Section 1010. Disenrolled individuals who previously met UC's eligibility requirements may be entitled to COBRA, described in Section 1010.

3010. Continued Group Coverage (COBRA)

COBRA continuation is available. See Section 1010. of these Regulations.

3011. Conversion and Portability

Does not apply.

4000. VISION PLAN

4001. Definition

The University-sponsored group Vision Plan provides coverage for Eligible Employees and their eligible Family Members.

4002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees and Part II.1.C. for Family Members of these Regulations.

4003. Period of Initial Eligibility (PIE)

The Period of Initial Eligibility requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Vision Plans, see below:

A. **Added PIE** – Under the following circumstances there is an additional PIE.

1. **Nonimmigrant Aliens and Other Employees** whose eligible Family Member(s) arrive in the United States after the Eligible Employee's PIE have a new PIE to enroll them in Vision Plan. The PIE begins the day the Family Member(s) arrive in the United States.

4004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations.

A. **Opting Out of Enrollment**

1. **Opting Out of Coverage** – Eligible Employees may opt-out of University-sponsored vision coverage.

4005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Vision Plan, see below:

A. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee and all eligible Family Members is deferred as noted.

1. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

2. **Open Enrollment Period Action by Employee on a Leave Without Pay** – If the employee has not continued coverage via direct pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status in an eligible appointment.

4006. University Contribution

The University contributes toward the Vision Plan premiums. The University Contribution requirements are set forth in Section 1006. of these Regulations.

4007. Employee Contribution

Employee Contribution for Vision Plans are paid in advance. The Employee Contribution requirements are set forth in Section 1007. of these Regulations.

4008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Vision Plan, see below:

A. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

   a. If an Eligible Employee is on an approved military leave without pay, coverage may be continued for Vision Plan for an additional six months, provided the Eligible Employee and/or Family Member was enrolled in a plan at the beginning of the leave.

   b. After all Military Leave timeframes have been exhausted, an Eligible Employee may continue coverage for Vision Plan through COBRA (Section 1009).

4009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Vision Plan, see below:

A. **Employee Initiated Disenrollment**

1. An Eligible Employee may disenroll himself/herself and Family Members from Vision Plan during the following events:

   a. A new PIE (Section 1003.), or

   b. An OEP (Section 1004.B.2.).

B. **Loss of Eligible Family Member Status** – In addition to the provisions stated in Section 1009.L., the following provisions also apply:

For purposes of requesting COBRA continuation, notice may be provided to UC within 60 days of the Family Member's loss of eligibility.

C. **Enrollment of Ineligible Individuals** – Disenrolled individuals who never met UC's eligibility requirements are not entitled to COBRA, described in Section 1010. Disenrolled individuals who previously met UC's eligibility requirements may be entitled to COBRA, described in Section 1010.

4010. Continued Group Coverage (COBRA)

COBRA continuation is available. See Section 1010. of these Regulations.

4011. Conversion and Portability

Does not apply.

5000. LIFE INSURANCE PLANS

5001. Definition

Basic and Core Life Insurance – University-sponsored and University-paid Basic and Core Life Insurance provides group term life insurance for Eligible Employees. It is in addition to the Supplemental Life Insurance program, benefits from the University of California Retirement Plan (UCRP), or any other death benefit for which an Employee may qualify.

Supplemental Life Insurance – University-sponsored and Employee-paid Supplemental Life Insurance provides group term life insurance for Eligible Employees. It is in addition to the University-paid Basic and Core Life Insurance plans, benefits from the University of California Retirement Plan (UCRP), or any other death benefit for which an Employee may qualify.

Senior Management Life Insurance – University-sponsored and University-paid Senior Management Life Insurance provides group term life insurance for Senior Management Group, as defined in PPSM-II-71, Eligible Employees. It is in addition to the Basic Life Insurance program, Supplemental Life Insurance program, benefits from the University of California Retirement Plan (UCRP), or any other death benefit for which an Employee may qualify.

Dependent Life Insurance – The University-sponsored Dependent Life Insurance plans provide group term life insurance for eligible Family Members of Eligible Employees. Eligible Employees may elect the Basic Dependent Life Insurance plan or the Expanded Dependent Life Insurance plan, but not both.

5002. Eligibility

A. **Employee**

1. **Initial Employment Requirements** – Persons appointed and paid by the University as an Eligible Employee as specified in Part II.1.A. and Administrative Supplement II-A are eligible for the following Life Insurance Plans:

   a. Basic Life Insurance and Core Life Insurance

   b. Supplemental Life Insurance

   c. Dependent Life Insurance

      i. Eligible Employees enrolled in Supplemental Life Insurance are eligible for either the Basic Dependent Life Insurance or Expanded Dependent Life Insurance plan.

      ii. Eligible Employees covered by Senior Management Life Insurance are eligible to purchase either the Basic

Dependent Life Insurance or Expanded Dependent Life Insurance plan for their eligible Family Members.

iii. Eligible Employees covered only by Basic Life Insurance are eligible to purchase Basic Dependent Life Insurance plan for their eligible Family Members.

d. Senior Management Life

i. Members of Senior Management with full-time (100%) permanent appointments who are members of a University-sponsored defined benefit plan or eligible for the Retirement Choice Program are eligible for Senior Management Life Insurance.

2. **Continuing Requirements**

a. The Continuing Requirements for Life Insurance are set forth in Part II.1.A. and Administrative Supplement II-A of these regulations.

b. Additional provisions related only to Senior Management Life: To remain eligible for Senior Management coverage, the Eligible Employee must retain a 100% full-time Senior Management appointment and remain in a University-sponsored defined benefit plan or be eligible for the Retirement Choice Program.

c. Additional provisions related only to Dependent Life Insurance:

i. Basic Dependent Life Insurance – Eligible Employees must maintain Supplemental Life Insurance, Senior Management Life Insurance or Basic Life Insurance.

ii. Expanded Dependent Life Insurance – Eligible Employees must maintain Supplemental Life Insurance or Senior Management Life Insurance.

B. **Family Members** – are covered under Dependent Life Insurance. Eligibility requirements for Dependent Life Insurance are set forth in Part II.1.C. of these Regulations.

Family Members are not covered under Basic Life Insurance, Core Life Insurance, Supplemental Life Insurance and Senior Management Life Insurance.

5003. Period of Initial Eligibility (PIE)

PIE requirements do not apply to Basic Life Insurance, Core Life Insurance, and Senior Management Life Insurance. Basic Life Insurance, Core Life Insurance, and Senior

Management Life Insurance begin automatically the day the Eligible Employee becomes eligible for the applicable plan.

PIE requirements are applicable only to Supplemental Life Insurance and Dependent Life Insurance. The provisions are set forth in Section 1003. of these regulations. The following provisions also apply:

A. **Added PIE** – Under the following circumstances there is an additional PIE.

1. **Returns After Lapse in Coverage** – The provisions for Life Insurance differ from the requirements stated in Section 1003.D.3. Eligible Employees who are enrolled and choose not to continue coverage during the following events will be granted a PIE, beginning with the date of return to Pay Status in an eligible position. The lapse in coverage must be 120 days or more:

    - Return from Leave Without Pay
    - Return from Temporary Layoff or Furlough
    - Return from Short Work Break
    - Rehire into Same Benefit Package
    - Insufficient Earnings with No Employment Break

    For lapses in coverage that are less than 120 days, see Section 1004.D.

2. **Treatment as New Employee** – The provisions for Life Insurance differ from the requirements stated in Section 1003.D.4. Eligible Employees who are not enrolled in plans will be granted a PIE, beginning with the date of return to Pay Status in an eligible position, if the following conditions are met:

    a. The Eligible Employee is:

        - Returning from Leave Without Pay
        - Returning from Temporary Layoff or Furlough
        - Returning from Short Work Break
        - Rehired into Same Benefit Package
        - Has insufficient earnings with no employment break

    b. The events listed in a. must be 120 days or more

    For events that are less than 120 days, see Section 1004.D.

1. **ILOC** – The provisions for Life Insurance differ from the requirements stated in Section 1003.D.7. An ILOC occurs when:

    a. The Eligible Employee and eligible Family Member are both eligible employees but are enrolled separately in UC Life Insurance (e.g. a husband and wife both work for UC, and each is enrolled in Supplemental Life Insurance); and

b. The Eligible Employee and/or eligible Family Member(s) lose the UC group life insurance coverage involuntarily for reasons such as termination of employment, loss of eligibility, death, or divorce. Loss of eligibility to continue coverage under the waiver of premium provisions is also an ILOC.

In the event of an ILOC, a PIE to enroll in Dependent Life Insurance begins on the date the other UC group life insurance coverage ends.

Only involuntary loss of UC Supplemental Life Insurance coverage will create a PIE. Involuntary loss of Basic Life Insurance or Core Life Insurance or loss of non-UC life insurance will not create a PIE to enroll in Dependent Life Insurance.

2. **Acquisition of Eligible Family Member for Supplemental Life Insurance** – The provisions for Life Insurance differ from the requirements stated in Section 1003.D.13. See below for relevant provisions:

Upon the acquisition of a newly eligible Family Member, an Eligible Employee has a new PIE to enroll in or increase Supplemental Life Insurance. The PIE begins with the date the Family Member(s) first meets the eligibility requirements in Part II.1.C.

3. **Acquisition of Eligible Family Member for Dependent Life Insurance** – The provisions for Life Insurance differ from the requirements stated in Section 1003.D.13. See below for relevant provisions:

Upon the acquisition of a newly eligible spouse or domestic partner, an Eligible Employee has a PIE to enroll in Dependent Life Insurance beginning with the date a spouse or domestic partner meets the eligibility requirements described in Part II.1.C.

a. **Marriage/Newly Acquired Domestic Partner** – When the spouse/domestic partner is first eligible, Eligible Employees may select the Basic Dependent Life Insurance plan or the Expanded Dependent Life Insurance plan applicable to the number of eligible Family Members acquired on the date of the marriage/domestic partnership.

Eligible Employees who are already enrolled in the Basic Dependent Life Insurance plan or the Expanded Dependent Life Insurance plan covering children only may add their spouse/domestic partner to their current plan or transfer to the other plan, covering both spouse/domestic partner and child(ren).

If the spouse/domestic partner is not enrolled during this PIE, Evidence of Insurability will be required by the carrier in order to enroll the spouse/domestic partner at a later date.

c. **Acquisition of an Eligible Child** – PIE does not apply. Eligible Employees may enroll or change coverage for children who meet the eligibility requirements described in Part II.1.C. at any time without Evidence of Insurability. Acquisition of an Eligible Child does not create a PIE for a spouse/domestic partner.

d. **Duplicate Coverage** – PIEs to enroll in employee-paid Supplemental Life Insurance or Dependent Life Insurance due to an ILOC may be created under the following circumstances: (Employees must be eligible for coverage at the time of the PIE.)

i. Death of either UC spouse or UC employed Family Members,

ii. Divorce of two UC spouses,

iii. Termination of employment of either spouse or UC employed Family Members.

(1). If both spouses are enrolled in University-sponsored Employee-paid Supplemental Life Insurance and one leaves University employment, the remaining spouse may enroll the departing spouse in Basic or Expanded Dependent Life Insurance. Similar rules apply to parent/child relationships.

(2). If one Eligible Employee is enrolled in Supplemental Life Insurance and is covering another under Basic or Expanded Dependent Life Insurance and the sponsoring Employee leaves UC, the remaining Employee has a PIE to enroll in both Supplemental Life Insurance up to the multiple of coverage they had as a dependent and Dependent Life Insurance for the departing Employee. The remaining spouse must be enrolled in Supplemental Life Insurance to be eligible to cover the departing spouse under Dependent Life Insurance. However, termination of employment of a spouse covered as a dependent does not create a PIE for the remaining spouse.

(3). Eligibility is linked to the Supplemental Life Insurance option chosen by the departing spouse, not to the amount of coverage. If the remaining spouse would like higher Supplemental Life Insurance coverage, Evidence of Insurability is required.

As mentioned in Section 5003.A.1.b., if a Family Member loses Supplemental Life Insurance coverage which had been continued via premium waiver, the remaining active Eligible Employee has a PIE to enroll the eligible Family Member in Dependent Life Insurance.

5. **Transfer In or Out of a Senior Management Appointment**

Eligible Employees covered by Senior Management Life Insurance who transfer to appointments not eligible for Senior Management Life Insurance have a PIE to enroll in or add up to 2 times Supplemental Life Insurance to their current coverage without Evidence of Insurability. The PIE begins with the date of the first appointment ineligible for Senior Management Life Insurance.

In no event will the individual be able to add Supplemental Life Insurance such that it would exceed plan limits (e.g., if the individual is already enrolled in the 3 times Supplemental Life Insurance plan, only one additional multiple could be allowed due to the maximum plan multiple of 4 times salary).

Evidence of Insurability is required for Supplemental Life Insurance coverage amounts in excess of that provided by the PIE.

5004. Enrollment

A. **Automatic Enrollment**

1. Enrollment is automatic for Basic Life Insurance, Core Life Insurance, Senior Management Life.

B. **Enrolling in Coverage** – Eligible Employees may apply for Supplemental Life Insurance and Dependent Life Insurance:

1. **PIE** – During a PIE as described in Section 1003. and 5003. Once the enrollment transaction is processed, changes to increase coverage cannot be made:

a. Until there is a new PIE (Sections 1003. and 5003.) or

b. There is a Special Open Enrollment Period for Life Insurance. A special OEP may allow Eligible Employees to enroll for the first time, increase coverage, or transfer to a higher level of coverage. Special OEPs for Supplemental Life Insurance and Dependent Life Insurance are not held annually.

c. Evidence of Insurability is approved. The Eligible Employee must provide the information required by the carrier. If applying for Dependent Life Insurance, the application must include the eligible

spouse or domestic partner. The carrier may approve or deny the application.

C. **Re-Enrollment**

1. In addition to the provisions stated in Section 1004.C., the following provisions also apply:

   a. For Supplemental Life Insurance and Dependent Life Insurance, an Eligible Employee cannot reenroll until the individual returns to Pay Status as an Eligible Employee if coverage lapsed. Eligible Employees will not be required to submit a Statement of Health to re-enroll in either Supplemental Life Insurance and/or Dependent Life Insurance.

   b. Eligible Employees with Supplemental Life Insurance who do not reenroll will only be covered by Basic Life, which will begin automatically on the first day of return to work on Pay Status in an eligible position.

D. **Reducing Coverage**

1. Once enrolled in Supplemental Life Insurance, an Eligible Employee may transfer to a plan with lower benefits at any time.

2. Once enrolled in Expanded Dependent Life Insurance, an Eligible Employee may transfer to Basic Dependent Life Insurance at any time.

E. **Movement Between Life Insurance Programs**

1. **From Basic to Expanded Coverage** – Moving from Basic Dependent Life to Expanded Dependent Life Insurance requires Evidence of Insurability for a spouse/domestic partner for PIEs outside of the Eligible Employee's Initial Hire and/or Appointment Changes that result in the Eligible Employee becoming newly eligible for Dependent Life Insurance, if applicable.

2. **From Expanded to Basic Coverage**

   a. Moving from Expanded, child(ren)-only Dependent Life Insurance to Basic Dependent Life Insurance covering a spouse/domestic partner requires Evidence of Insurability for the spouse/domestic partner during a PIE, if applicable.

   b. Moving from Expanded, spouse/domestic partner-only Dependent Life Insurance to Basic Dependent Life Insurance covering children does not require Evidence of Insurability for each eligible child (if there are any) during a PIE.

c. Moving from Expanded, spouse/domestic partner and child(ren) dependent life insurance for family to Basic Dependent Life Insurance is unrestricted.

3. **With Expanded Coverage**

a. Moving from spouse/domestic partner-only to spouse/domestic partner and child(ren) or to child(ren)-only does not require Evidence of Insurability for the eligible child(ren).

b. Moving from child(ren)-only to spouse/domestic partner and child(ren) or to spouse/domestic partner-only requires Evidence of Insurability for the spouse/domestic partner even if done during a PIE.

F. **Enrollment in Duplicate University–Sponsored Coverage** is not allowed. Eligible Employees may enroll Eligible Family Members in Dependent Life Insurance and/or AD&D even if the Eligible Family Member is enrolled in the Life & AD&D Plan under the Postdoctoral Scholar Benefits Program and is not considered enrollment in duplicate university-sponsored coverage.

G. **Enrollment in Duplicate University-Sponsored Coverage** is not allowed. In addition to the provisions stated in Section 1004.F., the following provisions also apply:

1. Eligible Employees with UC-employed family may:

a. Enroll in Supplemental Life, or

b. Be enrolled as Family Member under either Basic or Expanded Dependent Life Insurance (in lieu of enrollment in Supplemental Life Insurance), or

c. Cover their eligible Family Members under either Basic or Expanded Dependent Life Insurance (if the Family Members are not eligible for Supplemental Life Insurance and are not covered by another Eligible Employee's Dependent Life Insurance).

2. Eligible Employees with UC-employed family may not:

a. Be covered as Family Members under the Dependent Life Insurance if they're enrolled in Supplemental Life Insurance, or

b. Enroll in Supplemental Life Insurance if they are covered as Family Member under Dependent Life Insurance, or

c. Enroll child(ren) in a Dependent Life Insurance if their Family Member already covers the child(ren) under a UC-sponsored Dependent Life Insurance, or

d. Enroll disabled Family Members in Dependent Life Insurance if the same Family Members are covered under the premium waiver provisions of Supplemental Life Insurance. If a family member's premium waiver ends, there is a PIE to enroll in Dependent Life Insurance due to an ILOC.

H. **Opting Out of Enrollment**

1. **Opting Out of Automatic Enrollment**

a. Eligible Employees may not opt out of automatic Basic Life Insurance or Core Life Insurance.

b. Eligible Employees may opt out of Senior Management Life Insurance. Individuals who decline Senior Management Life Insurance may reapply for the Senior Management Life Insurance by providing Evidence of Insurability. Individuals who decline Supplemental Life Insurance and/or Dependent Life Insurance may reenroll only during a PIE or at other times described in Section 5004.B. The Eligible Employee must provide the information required by the carrier. The carrier may approve or deny the application.

2. **Opting Out of Plans –** Eligible Employees may opt out of Supplemental Life Insurance and/or Dependent Life Insurance at any time.

5005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions applicable to Life Insurance, see below:

Once the Eligible Employee has enrolled in the Basic Dependent Life Insurance plan or the Expanded Dependent Life Insurance plan with coverage for spouse/domestic partner and/or child(ren), new Family Members are covered automatically on the date they become eligible as described in Part II.1.C.

The Effective Date of coverage is subject to the exceptions below:

A. **Evidence of Insurability** – For Supplemental Life Insurance, Dependent Life Insurance, and Senior Management Life Insurance only – Provided the carrier approves the application, if the appropriate enrollment transaction is processed within 31 days of the carrier's approval of the Evidence of Insurability, coverage is effective the date of the approval. The carrier will not accept enrollments processed more than 31 days after approval of the Evidence of Insurability.

B. **Deferred Effective Date** – For Supplemental Life Insurance and Dependent Life Insurance only – Eligible Employees may defer the normal effective date of coverage for up to six months if they will not be actively at work during that time, by submitting a written request specifying the deferred effective date; request

must be submitted during a PIE. If only Supplemental Life Insurance is deferred, any Dependent Life Insurance Coverage will also be deferred until the effective date requested by the Eligible Employee. A request for a deferred effective date may not be revoked.

C. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee is deferred as noted.

1. **Leave for Health Reasons** – New or Increased Coverage for an Eligible Employee on paid or unpaid leave for health reasons on the normal effective date begins on the day following the first full day actively-at-work, based on the Eligible Employee's normally scheduled work day. Paid leave includes, but is not limited to, sick pay, vacation pay, salary continuance, etc.

   This rule also applies to newly hired Eligible Employees who have not yet reported to work for health reasons or newly benefit-eligible Employees who have not reported to work when they became eligible for this benefit.

2. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of new or Increased Coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

3. **Hospitalized Family Members** – This provision only affects Dependent Life. The Eligible Employee's newborn, biological or adopted child, is covered at birth, provided the Eligible Employee is enrolled in a plan covering children and the child's coverage effective date is not earlier than the Eligible Employee's coverage effective date. New or Increased Coverage for any other Family Member who is hospitalized on the normal effective date begins on the day after the Family Member is discharged from the hospital.

   If an Eligible Employee is hospitalized on the normal effective date, coverage for the Eligible Employee and all eligible Family Members will begin the day after the Eligible Employee is discharged from the hospital.

5006. University Contribution

The University pays the cost of Basic Life Insurance and Core Life Insurance if the Eligible Employee is on eligible Pay Status. The University pays the cost of Senior Management Life Insurance if the Senior Manager is on eligible Pay Status. There is no University contribution for Supplemental Life Insurance and/or Dependent Life Insurance.

The University Contribution requirements are set forth in Section 1006. of these Regulations.

FMLA provisions do not apply to Life Insurance.

5007. Employee Contribution

Employee Contributions for Life Insurance Plans are paid in advance by payroll deduction. The Employee Contribution requirements are set forth in Section 1007. of these Regulations. The following provisions also apply:

A. **Payment** – In addition to the provisions stated in Section 1007.A., the following provisions also apply:

There is no charge for the first partial month's premium difference when the following occurs:

1. Eligible Employee increases coverage.

2. There is a transfer from Basic Dependent Life Insurance to Expanded Dependent Life Insurance.

B. **Rate Changes** – In addition to the provisions stated in Section 1007.B., the following provisions also apply:

Individual employee contributions for Dependent Life Insurance are adjusted each January 1. Supplemental Life Insurance employee contributions are based on Eligible Employee's age and eligible salary rate on January 1.

If an Eligible Employee has a mid-year downward adjustment to their Annual Base Benefit Rate(ABBR), the eligible salary rate used for the purposes of calculating Life Insurance will be adjusted downward.

5008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions applicable to Life Insurance, see below:

A. **Approved Leaves** – In addition to the provisions stated in Section 1008.C., the following provisions also apply:

1. **Timeline**

a. Basic Life Insurance, Core Life Insurance, and Supplemental Life Insurance

i. Refer to Section 1008.C. for details.

b. Senior Management Life Insurance

i. Senior Management Life Insurance coverage continues during a leave without pay for up to four months so long as long as the Senior Management appointment is at least 100%.

ii. Senior Management Life Insurance coverage continues during a leave with pay for up to two years so long as long as the Senior Management appointment is at least 100%.

c. Basic Dependent Life Insurance

i. If the Eligible Employee is covered only by Basic Life Insurance during a leave without pay, Basic Dependent Life Insurance may be continued during the first four months of the leave.

ii. If the Eligible Employee has Supplemental Life Insurance, and the Family Members remain eligible, Basic Dependent Life Insurance coverage may be continued for up to two years. If earnings are not sufficient enough to cover required deductions, Eligible Employees may continue coverage through direct payment of premiums of both Supplemental Life Insurance and Basic Dependent Life Insurance. See Administrative Supplement II-C for detail.

iii. Eligible Employees enrolled in Senior Management Life Insurance can continue coverage in Basic Dependent Life Insurance for up to two years. If earnings are not sufficient to cover required deductions, Eligible Employees with Senior Management Life Insurance can continue coverage during an approved leave of absence without pay for up to two years through direct payment of premiums. See Administrative Supplement II-C for detail.

d. Expanded Dependent Life Insurance

i. If the Eligible Employee has Supplemental Life Insurance, and the Family Members remain eligible, Expanded Dependent Life Insurance coverage may be continued for up to two years. If earnings are not sufficient enough to cover required deductions, Eligible Employees may continue coverage through direct payment of premiums both Supplemental Life Insurance and Basic Dependent Life Insurance. See Administrative Supplement II-C for detail.

ii. Eligible Employees enrolled in Senior Management Life Insurance can continue coverage in Expanded Dependent Life Insurance for up to two years. If earnings are not sufficient to cover required deductions, Eligible Employees with Senior Management Life Insurance can continue coverage through direct payment of premiums. See Administrative Supplement II-C for detail.

B. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

   a. If an Eligible Employee is on approved military leave without pay, coverage may be continued for Basic Life Insurance, Core Life Insurance, and Senior Management Life Insurance at no cost to the Eligible Employee for an additional four months, beginning the first day of the Eligible Employee's leave. Coverage may be continued for Supplemental Life Insurance and Dependent Life Insurance for an additional six months. To continue coverage for Supplemental Life Insurance and Dependent Life Insurance beyond the additional six months, the Eligible Employee may apply for Conversion (Section 5011.A.) or Portability (Section 5011.B.).

2. **Sabbatical Leave/Qualified Leave for Professional Renewal** – In addition to the provisions stated in Section 1008.D.4., the following provisions also apply:

   For Eligible Employees with Senior Management Life Insurance, coverage may be continued for up to two years as long as the Senior Management appointment is at least 100% and the Eligible Employee has earnings covered by a University-sponsored defined benefit plan or a plan elected through the Retirement Choice Program.

3. **Temporary Layoff** – In addition to the provisions stated in Section 1008.D.5., the following provisions also apply:

   a. Basic Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance or has Basic Life Insurance.

   b. Expanded Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance.

4. **Furlough** – In addition to the provisions stated in Section 1008.D.5., the following provisions also apply:

   a. Basic Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance or has Basic Life Insurance.

   b. Expanded Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance.

5. **Pending Approval for Waiver of Life Insurance Premium** – This provision applies only to Supplemental Life Insurance.

Supplemental Life Insurance coverage may be continued by the Eligible Employee under the following circumstances. The Eligible Employee may arrange direct payment of Gross Premiums for up to six months through the local Benefits or Accounting Office:

a. When the Eligible Employee has filed a claim with the carrier for a premium waiver on the Supplemental Life Insurance plan and the claim is in process; and

b. The Eligible Employee has been terminated from University employment.

Payment must be made in advance of each premium month.

5009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions applicable to Life Insurance, see below:

A. **Employee Initiated Disenrollment** – In addition to the provisions stated in Section 1009.A., the following provisions also apply:

1. An Eligible Employee may disenroll themselves and/or Family Members from the following Plans at any time:

   - Senior Management Life Insurance
   - Dependent Life Insurance
   - Supplemental Life Insurance

2. Eligible Employees may cancel Senior Management Life at any time by submitting a cancellation form. Individuals who cancel coverage may reapply for the University-paid Senior Management Life Insurance by providing Evidence of Insurability. The Eligible Employee must provide the information required by the carrier. The carrier may approve or deny the Evidence of Insurability.

3. Eligible Employees may cancel Supplemental Life Insurance and/or Dependent Life Insurance or reduce the amount of coverage at any time by submitting a cancellation or change form. An Eligible Employee who cancels coverage may reenroll only during a new PIE or at other times as described in Section 5004.B.

4. Eligible Employees may terminate their Supplemental Life Insurance upon enrolling in the University-paid Senior Management Life Insurance.

5. Eligible Employees may not terminate Basic Life Insurance or Core Life Insurance.

B. **Dependent Life Insurance Only: Coverage ends on the earliest of the following dates**

1. Basic Dependent Life Insurance plan: the day the Eligible Employee's Basic Life Insurance terminates, if the Eligible Employee is not enrolled in Supplemental Life Insurance;

2. Basic Dependent Life Insurance plan: the day the Eligible Employee's Supplemental Life Insurance terminates[4] if the Eligible Employee is not covered by Basic Life Insurance;

3. Expanded Dependent Life Insurance plan: the day the Eligible Employee's Senior Management Life Insurance terminates, if the Eligible Employee is not enrolled in Supplemental Life Insurance;

4. Expanded Dependent Life Insurance plan: the day the Eligible Employee's Supplemental Life Insurance terminates if the Eligible Employee is not covered by Senior Management Life Insurance;

C. **Indefinite Layoff** – The provisions for Life Insurance differ from the requirements stated in Section 1009.G. See below for relevant provisions:

1. Basic Life Insurance, Core Life Insurance, and Senior Management Life Insurance – Treated as Termination of Employment

2. Supplemental Life Insurance – Coverage may continue for up to four calendar months after the month the layoff begins. The Eligible Employee must arrange continuation and direct payment of Gross Premiums through the local Benefits or Accounting Office. These arrangements must be made in advance. Payment must be made in advance of each premium month.

3. Dependent Life Insurance – Coverage may continue for up to four calendar months after the month the layoff begins, as follows:

   a. Basic Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance or has Basic Life Insurance.

   b. Expanded Dependent Life Insurance coverage may continue if the Eligible Employee continues Supplemental Life Insurance.

   The Eligible Employee must arrange continuation and direct payment of Gross Premiums through the local Benefits or Accounting Office. These

[4] If Supplemental Life Insurance terminates due to the Eligible Employee's death, dependent group life insurance may be continued for up to six months after the death. The Family Member(s) must arrange direct payment of the premiums to the local Benefits or Accounting Office. These arrangements must be made at the beginning of the six-month period. Payment must be made in advance of each premium month.

arrangements must be made in advance. Payment must be made in advance of each premium month.

D. **Reduction in Senior Management Appointment Below 100%** – A reduction in appointment below 100% time without a Break in Service ends an Eligible Employee's Senior Management Life Insurance coverage as of the last day of the pay period in which the Employee had an eligible appointment. Employees will not be covered again until they return to Pay Status as Eligible Employees (Part II.1.A., Administrative Supplement II-A, and Section 1002.A.)

E. **Loss of Eligible Family Member Status** – In addition to the provisions stated in Section 1009.L., the following provisions also apply only to Dependent Life Insurance:

The Eligible Employee may not continue to cover a Family Member who loses eligibility. Eligible Employees enrolled in the Basic Dependent Life Insurance plan must complete a form to cancel coverage when the last Family Member loses eligibility.

Eligible Employees enrolled in the Expanded Dependent Life Insurance plan must complete a form to cancel coverage or transfer to the child(ren)-only plan when the spouse/domestic partner loses eligibility. When the last Family Member loses eligibility, Eligible Employees must complete a form to cancel coverage.

The University will not refund premiums paid after the date the Eligible Employee should have filed a form to cancel or change coverage.

1. **Divorce/Legal Separation/Annulment** – Eligibility stops at the end of the month in which the divorce/legal separation/annulment is final.

2. **Ineligible Adult Dependent Relative/Domestic Partner** – Adult Dependent Relatives are not eligible to be covered under Dependent Life Insurance. Eligibility of a domestic partner stops at the end of the month in which the individual ceases to meet any one of the eligibility requirements described in Part II.1.C.

3. **Overage/Ineligible Child or Grandchild or Step-Grandchild** – Eligibility stops at the end of the month in which the child reaches age 26 (18 for a Legal Ward) or ceases to meet any one of the eligibility requirements (described in Part II.1.C.). This age provision does not apply to qualifying disabled children.

4. **Marriage of Eligible Grandchild or Step-Grandchild or Declaration of Emancipation by a Minor Child** – Eligibility stops at the end of the month in which the grandchild marries or a declaration of emancipation becomes effective.

5. **Family Member Becomes Eligible Employee** – Eligibility for Dependent Life Insurance stops on the day the eligible Family Member's enrollment in Supplemental Life Insurance is effective. The Family Member must be disenrolled.

F. **Insufficient Earnings –** The provisions for Supplement Life Insurance and Dependent Life Insurance are the same as stated in Section 1009.J. The provisions for Basic Life Insurance and Senior Management Life Insurance differ from the requirements stated in Section 1009.J. See below for relevant provisions:

Basic Life Insurance and Senior Management Life Insurance coverage ends on the last day of the pay period before a period without earnings covered by a University-sponsored defined benefit plan or a plan elected through the Retirement Choice Program.

Eligible Employees may not continue coverage through direct payment of premiums for Basic Life Insurance, Core Life Insurance, or Senior Management Life Insurance.

G. **Termination of Employment or Senior Management Appointment** – In addition to the provisions stated in Section 1009.D., the following provision also applies only to Senior Management Life Insurance:

Senior Management Life Insurance Coverage ends on the last day of the last eligible pay period for which the premiums are paid through the University, unless the Eligible Employee converts to an individual plan.

H. **Cancellation of Coverage/Salary Reduction Agreement –** The provision applies to Senior Management Life Insurance, Dependent Life Insurance, and Supplemental Life Insurance. This provision does not apply to Basic Life Insurance and Core Life Insurance.

5010. Continued Group Coverage (COBRA)

Does not apply.

5011. Conversion and Portability

The Conversion and Portability requirements are set forth in Section 1011. of these Regulations, subject to limitations in the insurance policies. For additional provisions applicable to Life Insurance, see below:

A. **Conversion**

1. The carrier must receive the conversion application and the required premium within 31 days of the date the group coverage ends.

2. Basic Life Insurance and Core Life Insurance – If the coverage is reduced because the Eligible Employee moves from Basic Life Insurance to Core Life Insurance, the difference in amount may be converted.

Supplemental Life Insurance – The carrier must receive the conversion application and the required premium within 31 days of the date the group coverage ends.

3. Dependent Life Insurance

a. Conversion is not available if Dependent Life Insurance coverage is lost due to the Family Member's enrollment in Supplemental Life Insurance.

b. Family members may convert to an individual plan unless they are eligible as noted in Section 5008.B.5.

B. **Portability** – The Eligible Employee may port their Supplemental Life Insurance and Dependent Life Insurance coverage upon meeting the carrier's requirements.

5012. Beneficiaries

The following provisions apply only to Basic Life Insurance, Core Life Insurance, Senior Management Life Insurance, and Supplemental Life Insurance:

Eligible Employees may name their beneficiaries at any time online (AtYourServiceOnline.ucop.edu) or by completing the proper University form. If no beneficiary is named, benefits are payable to the person(s) in the first of the following categories with a survivor – the Eligible Employee's:

A. Legal spouse or eligible domestic partner[5]

B. Biological or adopted children or children for whom the Eligible Employee is legal guardian (in equal shares);

C. Parents (in equal shares);

D. Brothers and sisters (in equal shares); or

E. Estate.

The following provisions apply only to Dependent Life Insurance:

Except for spouse/domestic partner benefits under Expanded Dependent Life Insurance coverage, beneficiaries are not named. Payment is as follows:

[5] For the purpose of Section 5012 of Basic Life, Core Life, Senior Management Life, and Supplemental Life Insurance, an "eligible domestic partner" is defined as in Article 2.18 of the UCRS Plan Document, however without any requirement for a specified duration of the partnership prior to eligibility.

A. For death of the Eligible Employee's legal spouse/domestic partner, to the person(s) in the first of the following categories with a survivor:

Expanded Coverage	Basic Coverage
1. The beneficiary named by the Eligible Employee;	1. Not applicable;
2. The Eligible Employee;	2. Same as expanded;
3. The spouse's biological or adopted children or children for whom the spouse is legal guardian (in equal shares);	3. Same as expanded;
4. Spouse's parents (in equal shares);	4. Same as expanded;
5. The spouse's brothers and sisters (in equal shares) or;	5. Same as expanded;
6. The estate.	6. Same as expanded.

B. For death of the Eligible Employee's eligible child, to the first of the following categories with a survivor:

Expanded or Basic Coverage

1. The Eligible Employee;
2. The child's parent;
3. The child's brothers and sisters (in equal shares);
4. The child's estate.

5013. Assignment

At any time, Eligible Employees may assign their rights in the University-paid Basic Life Insurance, Core Life Insurance, Senior Management Life Insurance, and Supplemental Life Insurance to another person or trustee or a viatical settlement company. Assignments are limited to gift or value assignments and, once made, are irrevocable. Collateral assignments are excluded.

Assignment does not apply to Dependent Life Insurance.

6000. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE (AD&D)

6001. Definition

University-sponsored Accidental Death & Dismemberment Insurance (AD&D) provides group term accident insurance for Eligible Employees and their eligible Family Members. (See Part IV for Annuitant eligibility.)

6002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees and Part II.1.C. for Family Members of these Regulations.

6003. Period of Initial Eligibility (PIE)

Does not apply. Eligible Employees may enroll or change coverage at any time.

6004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to AD&D Insurance, see below:

A. **Enrolling in Coverage** – Eligible Employees may enroll themselves and eligible Family Members in AD&D at any time.

B. **Enrollment in Duplicate University–Sponsored Coverage** is not allowed. Eligible Employees may enroll Eligible Family Members in Dependent Life Insurance and/or AD&D even if the Eligible Family Member is enrolled in the Life & AD&D Plan under the Postdoctoral Scholar Benefits Program.

C. **Opting Out of Plans**

1. **Opting Out of Plans** – Eligible Employees may opt out of AD&D Insurance coverage for themselves and/or eligible Family Members at any time. Eligible Employees may reenroll themselves and eligible Family Members at any time.

6005. Effective Date

The Enrollment/Disenrollment requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to AD&D Insurance, see below:

If the Eligible Employee is enrolled in the Modified Family Plan (as defined in the Plan Booklet), newly eligible children are covered on the date they become eligible; the Eligible Employee must transfer to the Family Plan (as defined in the Plan Booklet) to cover a spouse or domestic partner. The effective date of any coverage is subject to the exceptions listed below.

A. **Period of Initial Eligibility** – Does not apply.

B. **Open Enrollment Period** – Does not apply.

C. **Deferred Effective Date** – Does not apply.

D. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee and all Family Members is deferred as noted.

1. **Leave for Health Reasons** – New or Increased Coverage for an Eligible Employee on paid or unpaid leave for health reasons on the normal effective date begins on the day following the first full day actively-at-work, based on the Eligible Employee's normally scheduled work day. Paid leave includes, but is not limited to, sick pay, vacation pay, salary continuance, etc.

   This rule also applies to newly hired Eligible Employees who have not yet reported to work for health reasons.

2. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

3. **Hospitalized Family Members**

   a. The Eligible Employee's newborn, biological child is covered from the date of birth, provided the Eligible Employee is enrolled in a plan covering children and the child's coverage effective date is not earlier than the Eligible Employee's coverage effective date.

   b. New or Increased Coverage for any other Family Member who is hospitalized on the normal effective date begins on the day after the Family Member is discharged from the hospital.

6006. University Contribution

There is no University contribution. The University Contribution requirements are set forth in Section 1006. of these Regulations.

6007. Employee Premium

Employee Premiums for AD&D Insurance are paid in advance by payroll deduction. The employee premium requirements are set forth in Section 1007. of these Regulations.

6008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to AD&D Insurance, see below:

A. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.C., the following provisions also apply:

   Coverage may be continued for AD&D Insurance for an additional 31 days. To continue coverage beyond the additional 31 days, the Eligible Employee may apply for Conversion (Section 6011.).

6009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to AD&D Insurance, see below:

A. **Employee Initiated Disenrollment –** Eligible Employees may cancel AD&D and/or delete eligible Family Members from the plan at any time.

6010. Continued Group Coverage (COBRA)

Does not apply.

6011. Conversion & Portability

The Conversion & Portability requirements are set forth in Section 1011. of these Regulations. For additional provisions related only to AD&D Insurance, see below:

A. **Conversion** – AD&D Insurance may not be converted to an individual plan.

B. **Portability** – AD&D Insurance may be ported to an individual plan. A separate group AD&D Insurance plan is available to University Eligible Annuitants instead of a ported policy. Eligible Annuitants electing this coverage pay AD&D Insurance premiums directly to the carrier annually. This separate group plan does not allow coverage of children of Eligible Annuitants.

6012. Beneficiaries

A. Eligible Employees may name beneficiaries at any time online (AtYourServiceOnline.ucop.edu) or by completing the proper University form. If no beneficiary is named, benefits are payable to the person(s) in the first of the following categories with a survivor – the Eligible Employee's:

1. Legal spouse or eligible domestic partner[6];

2. Child or children of deceased child shall take the share of such child by representation;

3. Parent or parents;

4. Brothers and sisters;

5. Executors and administrators.

B. If either Family Plans are selected, the Eligible Employee will be the beneficiary of covered dependents for loss of life. If the Eligible Employee is not living at the date of death of the covered dependent, payment will be made:

1. In the case of the death of spouse/domestic partner, to the spouse/domestic partner's executors or administrator

2. In the case of the death of a child, to the first surviving class of the following classes of successive preference beneficiaries; the child's:

   a. Parent

   b. Brothers and sisters

   c. Executors or administrators

All other indemnities are payable to the person suffering the loss.

[6] For the purpose of Section 6012 of AD&D, an "eligible domestic partner" is defined as in Article 2.18 of the UCRS Plan Document, however without any requirement for a specified duration of the partnership prior to eligibility.

7000. DISABILITY INSURANCE PLANS

7001. Definition

Basic Disability – University-sponsored and University-paid Disability Insurance provides partial replacement of eligible University earnings lost due to disability not related to employment.

Voluntary Short-Term Disability – Employee-paid Disability Insurance provides partial replacement of eligible University earnings lost due to disability for up to six months. It supplements Basic Disability Insurance. It supplements Workers' Compensation benefits only if the Eligible Employee's sick leave and any extended sick leave benefits are exhausted.

Voluntary Long-Term Disability – Employee-paid Disability Insurance provides partial replacement of eligible University earnings lost due to disability after six months, up to Social Security Normal Retirement Age. The plan offers long-term benefits in cases of catastrophic injury or illness, or permanently disabling conditions.

7002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees **Family Members** are not covered.

7003. Period of Initial Eligibility (PIE)

PIE does not apply to Basic Disability. Basic Disability Insurance begins automatically the day the Employee becomes eligible, unless one of the exceptions in Section 7005. applies.

PIE requirements do apply to Voluntary Short-Term Disability and Voluntary Long-Term Disability, and are set forth in Section 1003. of these Regulations. For additional provisions related only to Voluntary Short-term Disability and Voluntary Long-Term Disability, see below:

A. **Definition** – The provisions for Disability Insurance differ from the requirements stated in Section 1003.A. See below for relevant provisions:

The PIE allows enrollment in Voluntary Short-Term Disability and Voluntary Long-Term Disability without proof of insurability when an Employee is first eligible and under other circumstances as described in Section 1003.D.1..

B. **Added Period of Initial Eligibility** – Under the following circumstances a PIE is not allowed:

1. **ILOC** (Section 1003.D.7.)

2. **Returns After Lapse in Coverage** – The provisions for Disability Insurance differ from the requirements stated in Section 1003.D.3. Eligible Employees who are enrolled and choose not to continue coverage during the following events will be granted a PIE beginning with the date of return to Pay Status in an eligible position. The lapse in coverage must be 120 days or more:

- Return from Leave Without Pay
- Return from Temporary Layoff or Furlough
- Return from Short Work Break
- Rehire into Same Benefit Package
- Insufficient Earnings with No Employment Break

For lapses in coverage that are less than 120 days, see Section 1004.D.

3. **Treatment as New Employee** – The provisions for Disability Insurance differ from the requirements stated in Section 1003.D.4. Eligible Employees who are not enrolled in plans will be granted a PIE, beginning with the date of return to Pay Status in an eligible position, if the following conditions are met:

a. The Eligible Employee is:

- Returning from Leave Without Pay
- Returning from Temporary Layoff or Furlough
- Returning from Short Work Break
- Rehired into Same Benefit Package
- Has insufficient earnings with no employment break

b. The events listed in a. must be 120 days or more

For lapses in coverage that are less than 120 days, see Section 1004.D.

C. **Acquisition of Eligible Family Member** does not apply. (Section 1003.D.13.)

7004. Enrollment

The Enrollment requirements are set forth in Section 1004 of these Regulations. For additional provisions related only to Disability Insurance, see below:

A. **Automatic Enrollment –** Enrollment is automatic for Basic Disability Insurance.

B. **Enrolling in Coverage** – Eligible Employees may apply for Voluntary Short-Term Disability and Voluntary Long-Term Disability:

1. **PIE** – During a PIE as described in Section 1003. and Section 7003. Once the enrollment transaction is processed, changes to increase

coverage cannot be made until an Evidence of Insurability application is approved (Section 7004.B.3.).

2. **OEP** – During an OEP in which the Plan Administrator allows Eligible Employees to enroll without Evidence of Insurability. OEPs for Voluntary Short-Term Disability and Voluntary Long-Term Disability are not held annually.

3. **Evidence of Insurability** – At any time with Evidence of Insurability. The Eligible Employee must provide the information required by the carrier. The carrier may approve or deny the Evidence of Insurability.

C. **Re-Enrollment** – In addition to the provisions described in Section 1004.C., the following provisions also apply:

For Voluntary Short-Term Disability and Voluntary Long-Term Disability, an Eligible Employee cannot reenroll until the individual returns to Pay Status as an Eligible Employee if coverage lapsed. Eligible Employees will not be required to submit a Statement of Health to re-enroll in either Voluntary Short-Term Disability and/or Voluntary Long-Term Disability.

Eligible Employees with Voluntary Short-Term Disability who do not reenroll will only be covered by Basic Disability Insurance, which will begin automatically on the first day of Active Employment (as defined in the Disability Policy) on Pay Status in an eligible position.

D. **Opting Out of Plans**

1. **Opting Out of Automatic Enrollment** – An Eligible Employee may not opt out of Basic Disability Insurance.

2. **Opting Out of Plans** – An Eligible Employee may choose not to enroll in Voluntary Short-Term Disability and/or Voluntary Long-Term Disability Insurance.

7005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Disability Insurance, see below:

The Effective Date of Coverage for Basic Disability, Voluntary Short-Term Disability, and Voluntary Long-Term Disability is the later of the first day on Pay Status as an Eligible Employee (Part II.1.A.), or the first full day of Active Employment, (as defined in the Disability Policy).

Additionally, the effective date of coverage for Disability Insurance is subject to the following rules:

A. **Open Enrollment Period –** During an OEP, on the date announced by the Plan Administrator.

B. **Evidence of Insurability** – Provided the carrier approves the application, if the appropriate enrollment transaction is processed within 31 days of the carrier's approval of the Evidence of Insurability application, coverage is effective the date of the approval. The carrier is under no obligation to accept enrollments processed more than 31 days after approval of the Evidence of Insurability application.

C. **Exceptions** – If either of the exceptions below applies, the effective date of coverage is deferred as noted.

1. **Leave for Health Reasons** – New or increased coverage for an Eligible Employee on paid or unpaid leave for health reasons on the normal effective date begins on the first full day of Active Employment, based on the Eligible Employee's normally scheduled work day. Paid leave includes, but is not limited to, sick pay, vacation pay, salary continuance, etc.

   This rule also applies to newly hired Eligible Employees who have not yet reported to work for health reasons.

2. **Leave at the Beginning of an Appointment** – The effective date of coverage is deferred until the first full day of Active Employment, based on the Eligible Employee's normally scheduled work day for that appointment.

7006. University Contribution

The University provides Basic Disability coverage at no cost to Eligible Employees. Eligible Employees pay the full cost of Voluntary Short-Term Disability and Voluntary Long-Term Disability. The University Contribution requirements are set forth in Section 1006. of these Regulations.

7007. Employee Contribution

Employee Contributions for Disability Insurance are paid in arrears. The employee contribution requirements are set forth in Section 1007. of these Regulations. For additional provisions affecting only Voluntary Short-Term Disability and Voluntary Long-Term Disability, see below:

A. **Payment** – In addition to the provisions described in Section 1007.A., the following provisions also apply:

   Employee contributions are based on the employee's monthly salary, age, and the level of coverage chosen (Voluntary Short-Term Disability only, Voluntary Long-Term Disability only, or both); benefits are based on actual eligible earnings. Employee contributions are waived while an Employee receives

benefits, but are payable during the elimination period if the Employee is on eligible Pay Status.

B. **Rate Changes** – In addition to the provisions described in Section 1007.B, the following provisions also apply:

Individual employee contributions are adjusted each January 1 based on the Eligible Employee's age, the employee's monthly salary, and the level of coverage chosen (Voluntary Short-Term Disability only, Voluntary Long-Term Disability only, or both).

7008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Disability Insurance, see below:

A. **Approved Leaves** – The provisions for Disability Insurance differ from the requirements stated in Section 1008.C. See below for relevant provisions:

1. **Leave Without Pay** – Coverage under Basic Disability, Voluntary Short-Term Disability, and Voluntary Long-Term Disability does not continue while an Eligible Employee is on a Leave without Pay. This includes employees who have been appointed as Without Salary.

2. **Leave With Pay –** Coverage under Basic Disability, Voluntary Short-Term Disability, and Voluntary Long-Term Disability continues for up to two years during an approved leave for non-health reasons so long as the Eligible Employee's earnings are sufficient to cover required deductions. However, if the Eligible Employee's earnings are not sufficient to cover required deductions, the Eligible Employee will be allowed to continue coverage through Direct Payment of Premiums. See Administrative Supplement II-C for additional detail.

B. **Special Leaves**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

Coverage may be continued for Disability Insurance during the paid portion of the Eligible Employee's military leave and stops on the Eligible Employee's last day before the unpaid portion of leave starts.

An Eligible Employee cannot continue coverage during unpaid military leave.

Injury or illness incurred while on military leave is excluded from benefits unde Disability Insurance.

2. **Sabbatical Leave/Qualified Leave for Professional Renewal**

a. The provisions for Basic Disability are the same as stated in Section 1008.D.4.

b. The provisions for Voluntary Short-Term Disability and Voluntary Long-Term Disability differ from the requirements stated in Section 1008.D.4. See below for relevant provisions:

Eligible Employees on paid (or unpaid) Sabbatical/Qualified Leave for Professional Renewal may elect to continue coverage under a special rider for up to two years on a direct pay basis. Eligible Employees must elect this coverage and pay the premiums before the approved Sabbatical/Qualified Leave begins.

3. **Temporary Layoff** – The provisions for Disability Insurance differ from the requirements stated in Section 1008.D.5. See below for relevant provisions:

Temporary Layoff is treated as termination of employment.

7009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Disability Insurance, see below:

A. **Employee-Initiated Disenrollment** – In addition to the provisions stated in Section 1009.A., the following provisions also apply:

1. An Eligible Employee may not disenroll from Basic Disability Insurance.

2. An Eligible Employee may disenroll from Voluntary Short-Term Disability and/or Voluntary Long-Term Disability by submitting a cancellation or change form.

B. **During an Approved Leave for Non-Health Reasons** – The provisions for Disability Insurance differ from the requirements stated in Section 1009.B. See below for relevant provisions:

Coverage ends on the earliest of the following dates:

1. Coverage ends for Basic Disability, Voluntary Short-Term Disability, and Voluntary Long-Term Disability on the last day of Active Employment before the Leave Without Pay begins, or

2. For an Eligible Employee on a Leave With Pay, coverage ends when the Eligible Employee's earnings are not sufficient to cover required deductions. However, if the Eligible Employee continues coverage through Direct Payment of Premiums, coverage continues as long as the

employee meets the requirements of direct payment. See Administrative Supplement II-C for additional detail.

3. The end of two years.

C. **Loss of Eligible Family Member Status** – Section 1009.L. does not apply.

D. **Termination of Employment** – The provisions for Disability Insurance differ from the requirements stated in Section 1009.D. See below for relevant provisions:

Coverage ends on the last day of Active Employment before the termination or retirement date. For Eligible Employees who have Voluntary Short-Term Disability and/or Voluntary Long-Term Disability, an Eligible Employee who will continue on Pay Status beyond the last day of Active Employment must complete a cancellation form to stop premium deductions.

E. **Insufficient Earnings** – The provisions for Disability Insurance differ from the requirements stated in Section 1009.J. See below for relevant provisions:

1. Basic Disability Insurance coverage ends on the last day of Active Employment before a pay period without earnings.

2. Voluntary Short-Term Disability or Voluntary Long-Term Disability – If premiums cannot be taken from pay for two consecutive months, coverage lapses retroactively to the last day of Active Employment before the first missed premium. However, if the Eligible Employee continues coverage through Direct Payment of Premiums, coverage continues as long as the employee meets the requirements of direct payment. See Administrative Supplement II-C for additional detail.

F. **Misuse of Plan** – An Eligible Employee who is disenrolled due to Misuse of the plan is not eligible to reenroll by providing Evidence of Insurability.

7010. Continued Group Coverage (COBRA)

Does not apply.

7011. Conversion and Portability

Does not apply.

8000. LEGAL PLAN

8001. Definition

The University-sponsored and Employee-paid group Legal Plan provides basic legal services for Eligible Employees and their eligible Family Members. (See Part IV for Annuitant eligibility.)

8002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative Supplement II-A for Employees and Part II.1.C. for Family Members of these Regulations.

8003. Period of Initial Eligibility (PIE)

The PIE requirements are set forth in Section 1003. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Added PIE** – Under the following circumstances there is an additional PIE.

1. **Nonimmigrant Aliens and Other Employees** whose eligible Family Member(s) arrive in the United States after the Eligible Employee's PIE have a new PIE to enroll them in Legal Plan. The PIE begins the day the Family Member(s) arrive in the United States.

8004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Opting Out of Plans** – Eligible Employees may opt out of Legal Plan coverage for themselves and their eligible Family Members during a PIE as described in Section 1004. Once the Enrollment Transaction is processed (see Definitions), changes cannot be made until:

1. A new PIE (Section 1003.); or

2. An OEP (Section 1004.B.2.).

8005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Exceptions** – If any of the exceptions below applies, the effective date of coverage for the Eligible Employee and all Family Members is deferred as noted.

1. **Leave at the Beginning of an Appointment** – If an Eligible Employee's appointment begins by being placed on a leave without pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status for that appointment.

2. **Open Enrollment Period Action by Employee on a Leave Without Pay –** If the employee has not continued coverage via direct pay, the effective date of coverage is deferred until the Eligible Employee is placed on normal Pay Status in an eligible appointment.

8006. University Contribution

There is no University contribution for Legal Plan. The University Contribution requirements are set forth in Section 1006. of these Regulations.

8007. Employee Contribution

The Employee Contribution requirements are set forth in Section 1007. of these Regulations.

8008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

   If an Eligible Employee is on an approved military leave without pay, coverage may continue Legal Plan for an additional six months, provided the Eligible Employee and/or eligible Family Member was enrolled in a plan at the beginning of the leave. To continue coverage in the Legal Plan beyond the additional six months, the Eligible Employee and/or Family Member may apply for Conversion (Sections 1011. and 8011.).

2. **Indefinite Layoff** – The following provision applies only to Legal Plan:

   Coverage may continue for up to four calendar months after the month the layoff begins. The Eligible Employee must arrange continuation and direct payment of Gross Premiums through the local Benefits or

Accounting Office. These arrangements must be made in advance. Payment must be made in advance of each premium month.

8009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Employee Initiated Disenrollment** – Eligible Employees may cancel Legal Plan coverage or delete a Family Member from the plan at any time by submitting a cancellation or change form.

B. **Indefinite Layoff** – The provisions for Legal Plan differ from the requirements stated in Section 1009.G. See below for relevant provisions:

If the Eligible Employee has made prior arrangements to continue benefits and direct payment of Gross Premiums to the local Benefits or Accounting Office, coverage ends at the fifth month after the layoff.

Coverage will end if the Eligible Employee does not make prior arrangements to continue benefits and direct payment of Gross Premiums through the local Benefits or Accounting Office.

Coverage will end of the Eligible Employee fails to make premium payment in advance of each premium month.

8010. Continued Group Coverage (COBRA)

Does not apply.

8011. Conversion and Portability

The Conversion and Portability requirements are set forth in Section 1011. of these Regulations. For additional provisions related only to Legal Plans, see below:

A. **Conversion** – Legal Plan may be converted to an individual plan.

B. **Portability** – Legal Plan may not be ported to an individual plan.

9000. SUPPLEMENTAL HEALTH PLANS

9001. Definition

The University-sponsored and Employee-paid group Supplemental Health Plans provide the following services for Eligible Employees and their eligible Family Members.

Accident – Employee-paid Supplemental Health Insurance provides pre-determined cash payments to eligible participants when they receive covered services as the result of a covered injury.

Critical Illness – Employee-paid Supplemental Health Insurance provides pre-determined cash payments to eligible participants when they are diagnosed with a covered critical illness.

Hospital Indemnity – Employee-paid Supplemental Health Insurance provides pre-determined cash payments to eligible participants when they experience a covered hospitalization.

9002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative Supplement II-A for Employees and Part II.1.C. for Family Members of these Regulations.

9003. Period of Initial Eligibility (PIE)

The PIE requirements are set forth in Section 1003. of these Regulations.

9004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Reducing Coverage for Critical Illness –** This provision applies only to Supplemental Health Plans.

Once enrolled in Critical Illness, an Eligible Employee may transfer to a lower level of coverage at anytime.

B. **Movement Between Supplemental Health Plans–** Eligible Employees may move to a higher coverage level for Critical Illness during a PIE or OE.

C. **Opting Out of Plans** – Eligible Employees may opt out of Supplemental Health Plan coverage for themselves and their eligible Family Members during a PIE as described in Section 1003 or OEP.

9005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Exceptions** – Reducing Coverage for Critical Illness

The Effective Date the reduced level of coverage if the first of the month following the date that the coverage was reduced.

9006. University Contribution

There is no University contribution for Supplemental Health Plans. The University Contribution requirements are set forth in Section 1006. of these Regulations.

9007. Employee Contribution

The Employee Contribution requirements are set forth in Section 1007. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Rate Changes** – In addition to the provisions stated in Section 1007.B., the following provisions also apply:

Employee contributions for Critical Illness are tied to specific age bands. If an Eligible Employee or Eligible Family Member transitions to a different age band, the individual employee contributions are adjusted the following January 1.

9008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Special Leave**

1. **Military Leave** – In addition to the provisions stated in Section 1008.F.1., the following provisions also apply:

   If an Eligible Employee is on an approved military leave without pay, coverage under Supplemental Health Plans may continue for an additional twenty-four months, provided the Eligible Employee and/or eligible Family Member was enrolled in a plan at the beginning of the leave. To continue coverage in Supplemental HealthPlans beyond two

years, the Eligible Employee and/or Family Member may apply for Portability (Sections 1011. and 9011.).

9009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Employee Initiated Disenrollment** – Eligible Employees may cancel Supplemental Health Plan coverage or delete a Family Member from the plan at any time by submitting a cancellation or change form.

B. **Retirement** – The provisions stated in 1009.M. do not apply.

9010. Continued Group Coverage (COBRA)

Does not apply.

9011. Conversion and Portability

The Conversion and Portability requirements are set forth in Section 1011. of these Regulations. For additional provisions related only to Supplemental Health Plans, see below:

A. **Conversion** – Supplemental Health Plans may not be converted to an individual plan.

B. **Portability** – Supplemental Health Plans may be ported to individual plans.

10000. FLEXIBLE SPENDING ACCOUNTS

10001. Definition

DepCare FSA – The University-sponsored Dependent Care Flexible Spending Account (DepCare FSA) provides a pre-tax spending account for covered dependent care expenses incurred by Eligible Employees for their eligible Dependents.

Health FSA – The University-sponsored Health Care Flexible Spending Account (Health FSA) provides a pre-tax spending account for covered health care expenses incurred by Eligible Employees for themselves and/or their eligible Family Members.

10002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees and Part II.1.C. for Family Members of these Regulations. For additional provisions related only to Flexible Spending Account, see below:

A. **Initial Eligibility for DepCare FSA –** A specific group in Empl Class: AC Student (EMPL Class 11) is eligible to participate in the non-student UC-sponsored Dependent Care Flexible Spending Account (DepCare FSA) plan provided through the Faculty/Staff Benefits Program. This group includes Academic Student Employees (ASE) represented by the UAW and Graduate Student Researchers (GSR) who meet the eligibility requirements based on job code and appointment percentage (43.75% or more). The group is permitted to participate in the DepCare FSA under the collective bargaining agreement. Continuation of the program is subject to collective bargaining. (See Administrative Supplement II-F.)

   If Eligible Employee is married, both spouses must have earned income during the year – unless one spouse is a full-time student or is physically or mentally incapable of self-care.

B. **DepCare Eligible Dependents** – Eligible Employees may enroll in the DepCare FSA to cover expenses for Dependents as defined by Internal Revenue Code Sections 21 and 129. Eligible Dependents are:

   1. **Spouse** – The Eligible Employee's legal spouse who is physically or mentally incapable of self-care (as defined by IRS regulations). If care is provided outside of the home, the spouse must live with the Eligible Employee for at least eight hours per day.

   2. **Child** – A child under age 13 in the Eligible Employee's custody whom the Eligible Employee claims as a tax Dependent on his/her tax return.

   3. **Other Dependents** – A Dependent (e.g., child age 13 or older, parent, or other individual who meets the IRS dependency tests – such as a "qualifying relative"), who is physically or mentally incapable of self-care (as defined by IRS regulations) and is the Eligible Employee's Dependent

for income tax purposes. If care is provided outside the home, the Dependent must live with the Eligible Employee for at least eight hours per day.

C. **Health FSA Eligible Dependents** – Eligible Employees may enroll in the Health FSA to cover expenses for themselves, their legal spouse, and eligible Dependents, as defined by the IRS.

1. For purposes of the Health FSA, a Dependent is an employee's:

a. Child(ren) up to age 26,

b. Spouse,

c. Domestic partner, if he or she is your tax dependent,

d. Registered domestic partner's children if the employee is considered their stepparent under state law, and/or

e. Tax dependent.

D. **Health FSA Exclusion** – Eligible Employees may not enroll in the Health FSA if:

1. The employee is enrolled in a Health Savings Account
2. The employee's spouse is enrolled in a Health Savings Account (HSA) through their employer.

In this case, the employee may be eligible for a Limited-Purpose FSA (LPFSA) for dental and vision expenses only.

10003. Period of Initial Eligibility (PIE)

The PIE requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

A. **Definition** – PIE allows enrollment in the Flexible Spending Account or the opportunity to change or cancel the salary reduction agreement when an Employee is first eligible and under other circumstances described in D. below.

Under the following circumstances, there is an additional PIE:

1. **Return from Leave Without Pay** – In addition to the provisions stated in Section 1003.D.3., the following provisions also apply:

a. If a leave is less than 120 days and the Eligible Employee returns in the same calendar year and the same benefits program, the prior election will be reinstated and as of the rehire date. Upon the employee's return to work, payroll may need to deduct catch up contributions the employee missed while leave. Employees may

only be allowed to change or revoke their annual election if they have a qualifying status change during a leave.

b. If a leave is less than 120 days and the Eligible Employee returns in the same calendar year but under a different benefits program (e.g., postdoc to Faculty/Staff), the Eligible Employee will be given a PIE to make a new FSA election under the new benefits program, relative to their previous election amount. The new election becomes effective on the first of the following month. However, because all FSAs (Faculty/Staff, Postdoc FSA, Medical Resident FSA) are maintained by members of the same controlled group, salary reductions are aggregated, and a single annual limit applies.

   i. If the leave is less than 120 days and the Eligible Employee returns from leave in a new plan year, the Eligible Employee will be given a PIE to re-enroll and make a new election. The previous year's OE election will not carry forward. If the employee does not elect a new amount for the new plan year, no FSA elections will be made for the new plan year, even if they made an election at Open Enrollment.

   ii. If the leave is greater than 120 days, the Eligible Employee will be given a PIE to re-enroll and make a new election. If an Eligible Employee reduces the election amount in the same plan year, the new annual election amount cannot be less than the FSA funds already reimbursed/paid to the employee.

c. Health FSA – If the approved leave without pay is FML, the Eligible Employee may elect to continue coverage or cancel coverage. If the approved leave without pay is not FML, coverage may be continued under COBRA.

2. **Return from Furlough/Temporary Layoff** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1003.D.4. See below for relevant provisions:

   Eligible Employees on furlough or temporary layoff are treated as in Return from Leave Without Pay in Section 10003.A.1., above.

3. **ILOC** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1003.D.7. See below for relevant provisions:

   See Loss of Eligible Dependent in Section 10003.A.6. for DepCare FSA, Loss of Eligible Family Member in Section 10003.A.8. for Health FSA, and Change in Employment Status in Section 10003.A.9 for both DepCare FSA and Health FSA.

4. **Return after Period of Ineligibility** – The provisions for Change in Appointment and Change in Average Weekly Hours of Service are the

same as stated in Section 1003.D.10. However, the provisions for Change in Earnings differ from the requirements stated in Section 1003.D.10. See below for relevant provisions:

a. **Change in Earnings** – If earnings are insufficient to cover the salary reduction amount, a partial contribution may be taken to the extent possible. Contributions automatically resume at the original level when earnings will cover the full salary reduction amount. Retroactive contributions will not be taken to cover periods of reduced contributions.

5. **Acquisition of Eligible Dependent – DepCare FSA** – Eligible Employees have a PIE when eligible Dependents are newly acquired through marriage, birth or adoption. PIE is available to enroll in or increase the salary contribution amount, provided the change is consistent with the qualifying change in status.The PIE begins with the date the Dependent first meets the eligibility requirements of a tax Dependent as defined by the IRS (IRC Sections 21 and 129).

6. **Loss of Eligible Dependent – DepCare FSA** – Eligible Employees have a PIE when a Dependent dies, in case of a divorce or when a Dependent child turns age 13. The PIE begins with the date of death, divorce or the child's 13th birthday. PIE is available to reduce the salary reduction amount or cancel the coverage when consistent with the change in status. For example, if an only child turns 13, cancellation of coverage is consistent.

7. **Acquisition of an Eligible Family Member – Health FSA** – The provisions in Section 1003.D.13. differ from the requirements stated here. See below for relevant provisions:

   Eligible Employees have a PIE when newly eligible Family Members are acquired through marriage, birth, or adoption. The PIE begins with the date the Family Member first meets the eligibility requirements described in Part II.1.C. PIE is available to enroll in or increase the salary contribution amount, provided the change is consistent with the qualifying change in status.

8. **Loss of Eligible Family Member** – Eligible Employees have a PIE when a Family Member dies or in case of a divorce or when a Dependent loses eligibility. The PIE begins with the date of death or divorce or the date a Dependent loses eligibility. They have a PIE to disenroll plans or reduce coverage per the restrictions in Section 1003.D.18.

9. **Change in Employment Status** – Eligible Employees have a PIE when they or their spouse or eligible Dependent have a change in employment status that results in the gain or loss of benefits eligibility. The PIE begins on the effective date of the change in employment status.

An Eligible Employee will have a PIE to enroll in coverage if the Eligible Employee's appointment changes from an ineligible position to a position eligible for coverage by satisfying the employment requirements described in Part II.1.A. and Administrative Supplement II-A. If there is a break in service before the appointment change, see Rehire (Section 1003.D.6.).

An Eligible Employee who was provided a PIE when they were eligible for a lower benefit package will be awarded another PIE if their reappointment results in a higher benefit package.

An Eligible Employee is granted a PIE to enroll in or change their FSA elections (Health FSA or DepCare FSA) if they are rehired into a position with a different benefitsprogram (e.g., Postdoctoral Benefits to Faculty/Staff Benefits). If an employee is rehired within 120 days of termination into a position with the same benefits program, their benefit elections will be automatically reinstated for the remainder of the year.

10. **Change in Cost or Coverage – DepCare FSA** – Eligible Employees have a PIE when the cost of dependent care changes, whether increasing or decreasing, except if the cost is increasing and the caregiver is a relative by blood or marriage. The PIE begins on the first day of the new cost period.

Eligible Employees also have a PIE when there is a change in dependent care coverage such as but not limited to a change in the amount of time care is needed due to summer vacation or school beginning or a change in the child care provider. The PIE begins on the first day of the change in coverage.

Elections made through a PIE must be consistent with the qualifying event. For example, if an Eligible Employee changes from free or no care to paid care, they may only enroll in the DepCare FSA or increase their existing DepCare FSA contribution.

10004. Enrollment

The Enrollment requirements are set forth in Section 1004. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

A. **Enrolling in Coverage –** The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1004.A. See below for relevant provisions:

1. **Coverage Changes –** Enrollment is required for each plan year. Plan participation expires at the end of each plan year. Changes to the salary reduction agreement during the plan year may only be made if a change in status occurs (see Section 1003.D.).

2. **Enrolling –** Eligible Employees may enroll in the DepCare FSA, change their salary reduction agreement or cancel participation/elect not to participate:

   a. **PIE** – During a Period of Initial Eligibility as described in Section 1003. Once the salary reduction agreement is processed, changes cannot be made until:

      i. There is a new PIE (Sections 1003. and 10003.A.); or

      ii. There is an OEP (10004.A.b. below).

   b. **OEP** – During the annual Open Enrollment Period announced by the Plan Administrator. An OEP may allow Eligible Employees to enroll for the first time or reenroll.

B. **Re-enrollment** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1004.C. See below for relevant provisions:

1. **Return from Leave Without Pay** – Employees' contributions stop when they begin an approved leave without pay. For those returning from an FMLA leave, contributions will be determined by the pre-FMLA leave election if coverage was continued. When Employees return to Pay Status, plan reenrollment depends on the length of the approved leave without pay. See Section 10004.B.3. below:

2. **Return from Furlough/Temporary Layoff** – Employees on furlough or temporary layoff are treated as in Section 10004.B.1. above.

3. **Rehire** – Employees who are rehired have a new PIE beginning on the date of rehire in an eligible position. The plan reenrollment depends on the length of the Break in Service. See below:

   a. **Leave, Furlough/Temporary Layoff is Less than 120 Days, or Rehire is Less than 120 Days from the date of separation –** Employees will have their previous elections re-instated automatically. However, if Employees have a change in family or employment status during the Break in Service, they may make a change in coverage on account of and consistent with the change in status.

   b. **Leave, Furlough/Temporary Layoff is 120 Days or More, or Rehire is 120 Days or More from the date of separation** – Employees are treated as newly Eligible Employees and can elect a new amount, including reducing. New elections are effective the first of the following month.

3. **Return after Period of Insufficient Earnings** – If earnings are insufficient to cover the salary reduction amount, contributions will be suspended. Contributions automatically resume at the original level when

earnings will cover the full salary reduction amount. Retroactive contributions will not be taken to cover periods without contributions.

C. **Enrollment in Duplicate University-Sponsored Coverage** does not apply. The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1004.F. See below for relevant provisions:

1. **DepCare FSA** – Internal Revenue Code limits the total amount of the salary reduction agreement per family even if both the Eligible Employee and spouse are University Employees, or if a non-UC spouse is also enrolled in a dependent care reimbursement account plan.

10005. Effective Date

The Effective Date requirements are set forth in Section 1005. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

Coverage begins on the date listed below:

A. **PIE** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1005.A. See below for relevant provisions:

Initial PIE elections are effective the date of the PIE.

PIE elections that result in a change to FSA elections are effective the first of the month following enrollment, subject to payroll deadlines.The salary reduction will stop with the next normally scheduled pay date, subject to payroll deadlines. Coverage stops the last day of the pay period for which a contribution was made.

B. **OEP** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1005.A. See below for relevant provisions:

The date announced by the Plan Administrator, normally January 1 of the following year.

Eligible Employees who are on a Leave Without Pay and Return in a New Plan Year will have their OE FSA elections voided. Eligible Employees will be required to re-elect participation in the FSA(s) when they return from Leave Without Pay. If Eligible Employees do not enroll in the FSA(s) upon return in the new plan year, their FSA elections are waived for the plan year.

C. **Exceptions** – If the exception below applies, the effective date of coverage and contributions are deferred as noted.

1. **Leave at the Beginning of an Appointment** – If an Employee's appointment begins by being placed on a leave without pay, the effective date of coverage and contributions is deferred until the Employee is placed on normal Pay Status for that appointment.

10006. University Contribution

The University does not contribute toward the DepCare FSA or Health FSA.

10007. Employee Contribution

The Employee Contribution requirements are set forth in Section 1007. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

A. **Payment** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1007.A. See below for relevant provisions:

Contributions are made to the plan through payroll deduction based on the amount specified in the salary reduction agreement. Contributions are deposited in Eligible Employees' individual Flexible Spending Accounts.

B. **Rate/Salary Reduction Changes** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1007.B. See below for relevant provisions:

When plan participation is cancelled or the salary reduction agreement is changed, any adjustment in the salary reduction amount will be effective on the first of the following month, subject to payroll deadlines.

10008. Duration of Coverage

The Duration of Coverage requirements are set forth in Section 1008. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

A. **Approved Leave** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1008.C. See below for relevant provisions:

1. **Leave Without Pay**

a. DepCare FSA – Contributions and coverage end during a leave without pay on the last day of the pay period in which the final DepCare contribution was made. Claims may be made for eligible expenses incurred before coverage ends.

b. Health FSA – Contributions and coverage end on the last day of the month in which the final contribution was made if an Eligible Employee does not continue coverage during FMLA or through COBRA. If the leave is a FMLA leave, coverage may be continued during the leave by special arrangement at the beginning of the leave. If the leave is not a FMLA leave, COBRA may be elected so that coverage continues. If coverage is continued, claims may

be made for eligible expenses incurred during the leave without pay.

If coverage terminates at the beginning of the leave without pay, expenses incurred during the leave will not be covered.

2. **Leave With Pay** – Contributions continue at the same rate unless the salary reduction agreement is modified during a PIE or, if earnings are reduced and do not cover the elected contribution amount, contributions may continue at a reduced rate to the extent possible. If the salary reduction agreement is cancelled during a PIE, see Section 10009.A.1.b below. Claims may be made for eligible expenses incurred during the leave with pay.

B. **Military Leave** – In addition to the provisions stated in Section 1008.D.1., the following provisions also apply:

Contributions and coverage stop when an approved leave without pay begins.

C. **Sabbatical Leave/Qualified Leave for Professional Renewal** – See 10008.A.2. above.

D. **Furlough** – The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1008.D.5. See below for relevant provisions:

Furlough is treated as a leave without pay.

E. **Insufficient Earnings –** The following provisions apply only to Flexible Spending Accounts:

1. DepCare FSA – If earnings do not cover the salary reduction amount, contributions may continue at a reduced rate to the extent possible. Contributions automatically resume at the original level when earnings will cover the full salary reduction amount. Retroactive contributions will not be taken to cover periods of reduced contributions.

2. Health FSA **–** If earnings do not cover the salary reduction amount, contributions are suspended. Contributions automatically resume at the original level when earnings will cover the full salary reduction amount. Retroactive contributions will not be taken to cover periods without contributions.

10009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Flexible Spending Accounts, see below:

A. **During an Approved Leave**– The provisions for Flexible Spending Accounts differ from the requirements stated in Section 1009.B. See below for relevant provisions:

Coverage ends on the last day of the month for which the Eligible Employee was eligible for benefits and a contribution was made.

1. **Leave Without Pay**

a. DepCare FSA – Contributions and coverage stop during a leave without pay. For monthly-paid employees, coverage ends on the last day of the month in which the final DepCare contribution is made. For biweekly-paid employees, coverage ends the last day of the pay period in which the final DepCare contribution is made.

b. Health FSA – If an Eligible Employee does not continue coverage during a Leave Without Pay (during FML or via COBRA), contributions and coverage end on the last day of the month in which the final contribution was made for a monthly-paid employee, and on the last day of the pay period in which the final contribution was made for a biweekly-paid employee. If an Eligible Employee continues coverage while on paid FML (monthly paid), Health FSA coverage ends the last day of the month in which FML is exhausted. For bi-weekly paid employees, coverage ends the last day of the pay period that includes the FML exhaustion date.

If an Eligible Employee moves from paid to unpaid FML, they may opt to continue coverage and suspend contributions, provided that they return to paid status in the same plan year.

If an employee on unpaid leave exhausts FML and does not continue coverage through COBRA, Health FSA coverage would end the last day of the month in which FML is exhausted.

If an Eligible Employee continues coverage through COBRA, coverage ends on the last day of the month for which an Eligible Employee made a contribution prior to COBRA exhaustion.

If coverage terminates at the beginning of the leave without pay, expenses incurred during the leave will not be covered.

2. **Leave With Pay** –If the salary reduction agreement is cancelled or modified during a PIE, or if earnings are reduced and do not cover the elected contribution amount, contributions and coverage end the last day of month in which a contribution was made for monthly-paid employees, or the last day of the pay period in which the final DepCare contribution is made for biweekly-paid employees.

B. **Cancellation of Coverage/Contribution Election** – The following provisions apply only to Flexible Spending Accounts:

Coverage ends on the last day of the month in which a contribution was made. Claims for eligible expenses incurred through this date may be filed until the final filing date for the specific plan year.

10010. Continued Group Coverage (COBRA)

The COBRA requirements are applicable only to Health FSA, and do not apply to DepCare FSA. The provisions are set forth in Section 1009. of these Regulations.

10011. Conversion and Portability

Does not apply.

11000. TAX SAVINGS ON INSURANCE PREMIUMS (TIP)

11001. Definition

The University-sponsored Tax Savings on Insurance Premiums (TIP) plan enables Eligible Employees to pay certain insurance plan premiums on a pretax, salary reduction basis. Any University-sponsored health plan which requires a monthly Employee contribution is a TIP-eligible plan.

Employees who enroll themselves and/or their dependents via the 90-Day Waiting Period as described in Section 2004.A.1. must be paid on a non-TIP basis.

See Appendix A of the 125 Plan for provisions governing TIP.

12000. AFFINITY BENEFITS

12001. Definition

Pet Insurance – Provides access to individually underwritten coverage for employee's pets. This is not group insurance.

12002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees and Part II.1. C. for Family Members of these Regulations.

12003. Cost of Coverage

UC provides access to pet insurance. Premiums are individually determined. Eligible Employees must contact the carrier directly for premium information.

12004. Duration of Coverage

Duration of UC Employment to the end of the policy contract year.

13000. ADOPTION ASSISTANCE PLAN

13001. Definition

Adoption Assistance Plan provides financial support through reimbursement of all or a portion of adoption-related expenses incurred by eligible faculty and staff employees.

13002. Eligibility

The Eligibility requirements are set forth in Part II.1.A. and Administrative II-A for Employees. Employees who meet eligibility for Full, Mid-level, or Core Benefits are eligible to participate. Family Members are not covered.

13003. Period of Initial Eligibility (PIE)

PIE does not apply to the Adoption Assistance Plan. Eligibility for Adoption Assistance Plan begins automatically the day the employee becomes eligible for Full, Mid-level, or Core Benefits.

13004. Enrollment

The Enrollment requirements are set forth in Section 1004 of these Regulations. For additional provisions related only to the Adoption Assistance Plan, see below:

A. **Automatic Enrollment** – Enrollment is automatic for Eligible Employees in the Adoption Assistance Plan.

B. **Re-enrollment in Plans** – The provisions in Section 1004.C. differ from the requirements stated here. See below for relevant provisions.

Eligible Employees continue coverage in the Adoption Assistance Plan for the duration of their leave. For Eligible Employees who separate and are rehired, re-enrollment is automatic upon the rehire appointment which establishes eligibility for Full, Mid-level, or Core Benefits.

C. **Enrollment in Duplicate University–Sponsored Coverage** – The provisions in Section 1004.F. differ from the requirements stated here. See below for relevant provisions.

Eligible Employees and their spouse or their domestic partner who is also an Eligible Employee may both participate in the Adoption Assistance Plan. Claims are subject to the per-child reimbursement maximums stated in the Adoption Assistance Plan Policy.

D. **Opting Out of Enrollment** – An Eligible Employee may not opt out of the Adoption Assistance Program.

13005. Effective Date

The provisions under Effective Date differ from the provisions stated in Section 1005. The Effective Date of Coverage for Adoption Assistance Plan is the first day as an Eligible Employee (Part II.1.A.). Eligible Employees may not defer the Effective Date of coverage for the Adoption Assistance Plan.

13006. University Contribution

The Adoption Assistance Plan is paid solely from the general assets of the University and continues throughout an employee Leave With Pay and Leave Without Pay.

13007. Employee Contribution

Does not apply.

13008. Duration of Coverage

The provisions under Duration of Coverage differ from the provisions stated in Section 1008. Coverage for the Adoption Assistance Plan continues for up to two years during any Approved Leave listed in Section 1008.

13009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Adoption Assistance Plan, see below:

E. **Employee-Initiated Disenrollment** – An Eligible Employee may not disenroll from Adoption Assistance Plan.

F. **During an Approved Leave or Special Leave** – The provisions in 1009.C. differ for Adoption Assistance Plan. Eligible Employees do not need to make arrangements or pay a premium to continue coverage prior to the Approved Leave or Special Leave. Coverage continues automatically for up to two years.

G. **Retirement –** The provisions stated in 1009.M. do not apply.

H. **Insufficient Earnings** – The provisions stated in 1009.N. do not apply.

13010. Continued Group Coverage (COBRA)

Does not apply.

13011. Conversion and Portability

Does not apply.

14000. IDENTITY THEFT PROTECTION PLAN

14001. Definition

The Identity Theft Plan Protection Plan provides comprehensive identity theft protection to eligible faculty and staff employees.

14002. Eligibility

The Eligibility requirements for Eligible Employees are set forth in Part II.1.A. and Administrative Supplement II-A. Employees who meet eligibility for Full, Mid-level or Core Benefits are eligible to participate.

The Eligibility requirements for Eligible Family Members differ from the requirements stated in Part II.1. C. See below for relevant provisions.

Eligible Children are the only Family Members who are eligible to participate in Identity Theft Protection Plan. A biological, adopted, foster or step-child of an employee who is under the age of 18 may participate.

14003. Period of Initial Eligibility (PIE)

The PIE does not apply to the Identity Theft Plan. Eligibility for Identity Theft Protection Plan begins automatically the date the employee becomes eligible for Full, Mid-level or Core Benefits.

14004. Enrollment

The Enrollment requirements are set forth in Section 1004 of these Regulations. For additional provisions related only to the Identity Theft Plan, see below:

A. **Enrolling in Coverage** –The vendor will provide a personalized link to activate and set up your account on the online portal. If you do not activate your account, you will still have access to full identity theft remediation services and identity theft insurance.

B. **Re-enrollment in Plans** – The provisions in Section 1004.C. differ from the requirements stated here. See below for relevant provisions.

Eligible Employees continue coverage in the Identity Theft Protection Plan for the duration of their leave.

For Eligible Employees who separate and are rehired, re-enrollment is automatic for employees who are eligible for Full, Mid-level or Core Benefits at rehire.

C. **Enrollment in Duplicate University–Sponsored Coverage** – The provisions in Section 1004.G. differ from the requirements stated here. See below for relevant provisions

An Eligible Employee and their spouse or their domestic partner who is also an Eligible Employee may both enroll their dependent children in the Identity Theft Plan. Dependent children of Eligible Employees who themselves are Eligible Employees may participate in the Identity Theft Plan as both an Eligible Employee and a dependent child of an Eligible Employee. In the event duplicate claims are filed, claims will be paid only once.

D. **Opting Out of Enrollment** – An Eligible Employee may decline the vendor's invitation to set up an online account.

14005. Effective Date

The provisions under Effective Date differ from the provisions stated in Section 1005. The Effective Date of Coverage is the first of the month after the vendor receives the eligibility file from UC that includes the new employee. Eligibility files are sent monthly around the 25th of each month.

Eligible Employees or Eligible Family Members may not defer the Effective Date of coverage for the Identity Theft Protection Plan.

14006. University Contribution

The Identity Theft Protection Plan is paid solely from the general assets of the University and continues throughout an employee's Leave With Pay and Leave Without Pay.

14007 Employee Contribution

Does not apply.

14008. Duration of Coverage

The provisions under Duration of Coverage differ from the provisions stated in Section 1008. Coverage for the Identity Theft Protection Plan continues for up to two years during any Approved Leave listed in Section 1008.

14009. Termination of Coverage

The Termination of Coverage requirements are set forth in Section 1009. of these Regulations. For additional provisions related only to Identity Theft Protection Plan, see below:

A. **Employee-Initiated Disenrollment** – An Eligible Employee may not disenroll from the Identity Theft Protection Plan. However, an Eligible Employee may decline the vendor's invitation to set up an online account.

B. **During an Approved Leave or Special Leave** – The provisions in 1009.C. differ for the Identity Theft Protection Plan. Eligible Employees do not need to make arrangements or pay a premium to continue coverage prior to the Approved Leave or Special Leave. Coverage continues automatically for up to two years.

C. **Retirement –** The provisions stated in 1009.M. do not apply.

D. **Insufficient Earnings** – The provisions stated in 1009.N. do not apply.

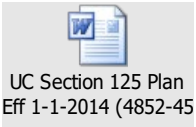
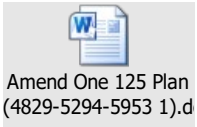
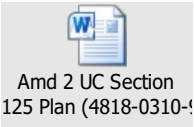
14009. Continued Group Coverage (COBRA)

Does not apply.

14010. Conversion and Portability

A. **Conversion** – The Identity Theft Protection Plan may not be converted to an individual plan.

B. **Portability** – The Identity Theft Protection Plan may be ported to an individual plan. The Conversion requirements are set forth in Section 1011. of these Regulations.

APPENDIX

University of California Section 125 Plan