Participation Terms & Conditions

Your Social Security number, and that of your enrolled family members, is required for purposes of benefit plan administration, for financial reporting, to verify your identity, and for legally required reporting purposes all in compliance with federal and state laws.

If you are confirmed as eligible for participation in UC-sponsored plans, you are subject to the following terms and conditions:

ARBITRATION

All UC Residents & Fellows medical plans require resolution of disputes through arbitration.

This arbitration agreement applies to the following plans:

UC Residents & Fellows PPO Plan
UC Residents & Fellows HMO Plan

By providing your written or electronic signature, it is understood and you agree that any dispute as to medical malpractice – that is, as to whether any medical services rendered under the contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered – will be determined by submission to arbitration as provided by California law and not by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Both parties to the contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury and instead are accepting the use of arbitration.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL.

For more information about each plan's arbitration provision please see the appropriate plan booklet or call the plan.

ADDITIONAL TERMS & CONDITIONS APPLICABLE TO ALL PLANS

Except where specifically noted, the following terms and conditions apply to the benefit plans provided to benefits-eligible employees, including medical, dental, vision, life, disability, accidental death and dismemberment, flexible spending accounts, and fertility & family planning plans.

1. By making an election with your written or electronic signature you are authorizing UC to take deductions from your earnings to cover your contributions toward the monthly costs (if any) for the plans you have chosen for yourself and your eligible family members. You are also authorizing UC to transmit your enrollment demographic data to the plans in which you are enrolled as well as to associated service vendors.

2. You are responsible for payment of any uncollected plan premiums that remain due and outstanding for any reason, including, but not limited to, changes in eligibility, retroactive, late, and other enrollment changes resulting in a change in plan premiums, insufficient bank funds or paycheck payment from which plan premiums were to be deducted, missed premium payments, or failure to make direct payments. Any unpaid plan premiums that remain due and outstanding may be recovered by UC, on behalf of the plan or for itself, to the extent permitted by law. Upon separation from employment or your death while employed by UC, you authorize UC to deduct uncollected plan premiums from your final paycheck or other benefit payments for which you or your dependent is eligible and owe.
3. You are responsible for the repayment of any plan premiums paid by UC on the Member's behalf resulting in the overpayment of plan premiums for any reason, including but not limited to changes in eligibility, retroactive disenrollment, or other enrollment changes resulting in changes to plan premiums. Any overpaid plan premiums that remain outstanding may be recovered by UC on behalf of the plan or for itself to the extent permitted by law. Upon separation from employment or death while employed by UC, overpaid plan premiums that remain outstanding may be recovered and deducted from your final paycheck or other benefit payments for which you or your dependent is eligible and owe.
4. You are subject to all terms and conditions of the UC Residents Benefits Program-sponsored plans in which you are enrolled as stated in the plan booklets.
5. By enrolling individuals as your family members you are certifying that those individuals are eligible for coverage based on the definitions and rules specified in the plan booklets. You are also certifying under penalty of perjury that all the information you provide regarding the individuals you enroll is true to the best of your knowledge.
6. If you enroll individuals as your family members you must provide, upon request, documentation verifying that those individuals are eligible for coverage. The carrier may also require documentation verifying eligibility. Verification documentation includes but is not limited to marriage or birth certificates, domestic partner verification, adoption papers, tax records and the like.
7. If your enrolled family member loses eligibility for UC-sponsored coverage (for example because of divorce or loss of eligible child status) you must notify UC by disenrolling that individual. If you wish to make a permitted change in your flexible spending account (FSA) coverage you must notify UC within 31 days of the eligibility loss event. For purposes of COBRA, eligibility loss notice must be provided to UC within 60 days of the family member's loss of coverage. However, regardless of the timing of notice to UC, coverage for the ineligible family member will end on the last day of the month in which the eligibility loss event occurs or on the day of eligibility loss, as specified in plan documents (subject to any continued coverage option available and elected). Failure to give notice could result in disenrollment of the family member from UC-sponsored coverage, either prospectively or retroactively, which in turn could result in an adjustment of premiums owed to UC.
8. Making false statements about satisfying eligibility criteria, failing to timely notify UC of a family member's loss of eligibility, or failing to provide verification documentation when requested may lead to disenrollment of the affected individuals. Employees may also be subject to disciplinary action and disenrollment from health benefits and may be responsible for any cost of benefits provided and UC-paid premiums due to misuse of plan.
9. Under current state and federal tax laws, the value of the contribution UC makes toward the cost of health coverage provided to domestic partners and certain other family members who are not "your dependents" under state and federal tax rules may be considered imputed income that will be subject to income taxes, FICA (Social Security and Medicare), and any other required payroll taxes. (Coverage provided to California-registered domestic partners is not subject to imputed income for California state tax purposes.)
10. If you specifically ask UC Residents Benefits Program representatives to intercede on your behalf with your insurance plan, University representatives will request the minimum necessary health information required to assist you with your problem. If more health information is needed to solve your problem, in compliance with state laws and federal privacy laws (including HIPAA), you may be required to sign an

authorization allowing UC to provide the health plan with relevant health information or authorizing the health plan to release such information to the University representative.

11. Actions you take during Open Enrollment will be effective the following January 1 for flexible spending accounts and July 1 for all other benefits unless otherwise stated, provided all electronic and form transactions have been completed properly and submitted timely.