



**Life Insurance Company of North America**

1601 Chestnut Street  
Philadelphia, Pennsylvania 19192-2235

**POLICYHOLDER** Roku, Inc.  
**POLICY NUMBER** COP-800530 (the "Policy")

Life Insurance Company of North America ("We", "Us" and "Our"), will pay the benefits specified in the Exhibits to this policy subject to the terms and provisions of this policy.

**GROUP INSURANCE POLICY PROVIDING COLORADO PAID FAMILY AND MEDICAL LEAVE INSURANCE (CO FAMILI) PRIVATE PLAN BENEFITS**

This policy is intended to comply fully and completely with the Colorado Paid Family and Medical Leave Insurance Act ("FAMLI Act"), § 8-13.3-501 et seq., C.R.S. and its implementing Regulations including 7 CCR 1107-5 (collectively, "the Act") developed by Colorado's FAMLI Division ("The Division"), and will be interpreted and applied to be consistent with the requirements of the FAMLI Act. If any provision of the policy conflicts with or violates the FAMLI Act, provisions of the FAMLI Act will control, and policy will be interpreted and applied to comply with the FAMLI Act, unless the policy provisions are more advantageous to the covered individual in which case the policy terms will prevail. Additional requirements of the Act applicable to paid family and medical leave in Colorado but not recited herein may be applicable to the policyholder, Covered Individuals and/or this policy. The benefits under this policy are available to all Covered Individuals localized in Colorado employed by the policyholder as defined by the Act.

If there are any changes, amendments, or regulatory clarifications to the provisions of the Act, this policy and all claims practices will be promptly updated. This policy should be reviewed and updated at least annually to comply with any changes, amendments or regulatory clarifications.

**EFFECTIVE DATE**

This policy will take effect on January 1, 2024.

**POLICY ANNIVERSARIES**

The first Policy Anniversary will be January 1, 2025. Subsequent Policy Anniversaries will be January 1, 2026 and each January 1 thereafter. The policy shall automatically renew on each Policy Anniversary with continued payment of premium.

**PREMIUM PAYMENTS**

This policy, and the insurance provided under it, is issued in return for the payment of required premiums. Premiums are payable at the home office of Life Insurance Company of North America or to its authorized agent. The first premium is due on February 1, 2024. Any later premiums are due monthly on the first day of each policy month. These dates are the Premium Due Dates. If Life Insurance Company of North America elects to terminate this Policy, We must provide at least 31 days' written notice to the policyholder and the FAMLI Division prior to termination. If We elect to non-renew this Policy, We will provide at least 90 days' notice to the policyholder and to the FAMLI Division prior to non-renewing this Policy.

**POLICY SITUS**

This policy is issued for delivery in and governed by the laws of Colorado.

Signed as of this policy's effective date at Life Insurance Company of North America's home office in Pennsylvania.

Colleen J. Meade, Secretary

Scott Berlin, President

**Non-Participating Renewable**

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## **SECTION 2: AMENDMENTS AND GENERAL PROVISIONS**

### **Entire Contract**

The entire contract is made up of the following:

- this policy and its Exhibits;
- the Policyholder's application; and
- all amendments and endorsements to this policy, if any.

Covered Individuals have the right to request this policy from the policyholder, and may examine it, at a reasonable time and location.

### **Amendments to the Policy**

This Policy may be changed in whole or in part via an amendment to the Policy. To be valid, an amendment must comply with the requirements of the Act, be in writing, signed by an officer, and attached to this Policy. We will file any amendatory riders and receive approval from the Division prior to any Policy amendment taking effect. If this Policy is amended, Life Insurance Company of North America will send the policyholder all material amendments at least 90 days prior to the proposed effective date of the amendment. No other person, including any agent, has authority to change or waive any part of this Policy.

We may change the Policy, in whole or in part, when any change or clarification in law or governmental regulation affects our obligations under the Policy. Any such change or amendment of the Policy may apply to current or future Covered Individuals.

### **Clerical Errors and Policy Administration**

If Life Insurance Company of North America or the policyholder makes a clerical error in keeping or providing the information, the premium and/or benefits will be adjusted as warranted, according to the correct information. An error will not end insurance validly in effect, nor will it continue insurance validly ended or create insurance coverage where no coverage existed. Any act undertaken by the policyholder that relates to the insurance provided under this policy must be consistent with the terms of such insurance and with Life Insurance Company of North America's requirements.

### **Misstatement of Facts**

If a Covered Individuals age or other data is misstated, or for any clerical error, an equitable adjustment in the premium or coverage due for the Covered Individual will be made. The true facts will be used to determine if and for what amount coverage should have been provided. Such adjustments will be limited to the 12-month period preceding the date we receive proof that an adjustment should be made.

### **Not in Lieu of Workers Compensation**

This Policy does not satisfy any requirement for Workers' Compensation insurance.

### **Legal Actions**

No legal action may be brought against Life Insurance Company of North America to recover on the Policy within sixty (60) days after written proof of loss has been given as required by the Policy. No action may be brought after three (3) years from the time written proof of loss is received.

### **Claims of Creditors**

Except where prohibited by applicable law, benefits under this Policy will be exempt from execution, garnishment, attachment, or other legal or equitable process, for the debts or liabilities of the Covered Individuals or their beneficiaries.

### **SECTION 3: NONRENEWAL, TERMINATION, REINSTATEMENT AND CERTAIN RESPONSIBILITIES OF THE POLICYHOLDER**

For the purposes of this Policy, the policyholder acts on their own behalf or as the employee's agent. Under no circumstances will you be deemed an agent of Life Insurance Company of North America.

#### **Termination of this Policy by Us**

During the first 12 months of this coverage being in force, We will only terminate coverage if the policyholder fails to fulfill obligations under this policy, including the failure to pay premiums (subject to the Grace Period provision). We must provide at least 31 days' written notice to the policyholder and The Division prior to terminating this Policy. If We elect to non-renew this Policy, We must provide at least 90 days' notice to the policyholder and to the FAMLI Division prior to non-renewing this Policy.

A Covered Individual covered under this Policy shall retain all rights under § 8-13.3-501 et seq., C.R.S. and benefits will continued to be paid under the terms of the policy until the duration of PFML ends..

#### **Division Termination of Private Plan Approval**

Under the terms of the Act, The Division may, for cause, terminate the Private Plan insured by this Policy. If so, the Policy will terminate in accordance with The Division's notice of such termination.

If The Division withdraws approval of an employer's private plan, The Division will issue to the employer and the private plan administrator a Notice of Withdrawal of Private Plan Approval with an effective date fourteen days after the date of the Notice. The employer may appeal that withdrawal to the Division before its effective date by filing an appeal with the Division using the appeal form published on the Division's website. The Division will designate a hearing officer to preside over the matter, and the hearing officer will have all of the same authority and obligations as described at 7 CCR 1107-3 Section 3.10. The employer may seek judicial review of a hearing officer's determination in accordance with C.R.S. 8-13.3-521(5).

#### **Policyholder Private Plan Withdrawal or Termination of the Policy**

The policyholder may terminate the Policy by notifying both Us and The Division in writing at least 30 calendar days before the voluntary termination's effective date. The Policy will terminate automatically on the effective date of the Policyholder's withdrawal of its Private Plan insured by this Policy.

The policyholder must provide notice of the voluntary termination of a Private Plan to its Employees at least 30 calendar days prior to the effective date of termination. The notice, at a minimum, must include the effective date of the termination, that employees are covered under the state plan as a result of termination and information about the state plan in accordance with C.R.S. 8-13.3-511.

#### **Employer Duties upon Private Plan Termination**

Within seven days of the effective date of a voluntary or involuntary termination of private plan approval, the employer must notify all Colorado employees of the termination, notify all Colorado employees that they are under the state plan as a result of the termination, and deliver to all Colorado employees the information contained in the program notice described at C.R.S. 8-13.3-511.

If an employer's workforce becomes covered by the state plan because the employer's private plan approval was voluntarily or involuntarily terminated, the employer must remain covered by the state plan and pay premiums to the state for a period of at least three (3) years.

If the employer returns to coverage under an approved private plan before the end of three (3) years, the employer must pay to the state the amount of premiums it would have been required to remit pursuant to C.R.S. 8-13.3-507(5) through the remainder of the three-year period. The employer may choose to either remit the remainder as a lump sum based on a projection determined by the Division, or may continue to remit premiums based on actual wage data on a quarterly basis through the remainder of the three-year period.

### **SECTION 3: NONRENEWAL, TERMINATION, REINSTATEMENT AND CERTAIN RESPONSIBILITIES OF THE POLICYHOLDER, CONT.**

#### **Reinstatement**

Life Insurance Company of North America does not allow for reinstatement of this Policy after it has been terminated by the policyholder or Us. If We accept premium for the period after the date the Policy ends, such acceptance does not reinstate the Policy. Life Insurance Company of North America will refund any unearned premium as soon as reasonably possible, but in no event more than 30 days following receipt of the unearned premium.

#### **Employer Requirement to Provide Employee Notice of Private Plan Benefits and Administration**

No later than thirty days before the effective date of an approved private plan, an employer must deliver to each of its employees a written notice of its election and approval by the Division to offer a private plan in lieu of participating in the state plan. For an employee whose start date is later than thirty days before the effective date of an approved private plan, an employer must deliver the written notice to the employee immediately upon hire. The written notice may be delivered to the individual employee electronically, in person, or via mail.

The notice must include:

- The effective date of the approved private plan;
- A description of the private plan's wage replacement benefits;
- A description of the private plan's leave and employment protection benefits;
- A description of how employee eligibility is determined;
- A description of how any employee contributions are calculated and collected;
- A description of how an employee may file a claim for benefits under the approved private plan;
- A notification to the employee of the employee's appeal rights pursuant to the FAMLI Act, and if applicable, of the employee's optional alternative to appeal a benefits determination to the private plan administrator;
- Contact information for the FAMLI Division; and
- A notification to the employee which explicitly lists and explains all of the employee's rights under C.R.S. 8-13.3-509.

In addition to delivering the written notice to each of its employees localized in Colorado, an employer must post a notice containing the same information. The notice must be posted in a conspicuous and accessible place in each establishment where employees are employed. The notice must be in English, Spanish, and in any language that is the first language spoken by at least five percent of the employer's Colorado workforce. If the employer does not maintain a physical workplace, or an employee works remotely, the employer may satisfy the posting requirement by sending the notice via email or through a conspicuous posting in a web-based or app-based platform that the employee regularly uses.

#### **Job Protection and Health Insurance Continuation**

Any Covered Individual who has been employed with the Covered Individual's current employer for at least 180 days prior to the commencement of the Covered Individual's paid family and medical leave who exercises the Covered Individual's right to family and medical leave insurance benefits shall be entitled, upon return from that leave, to be restored by the Employer to the position held by the Covered Individual when the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Nothing in this section entitles any restored employee to:

- The accrual of any seniority or employment benefits during any period of leave; or
- Any right, benefit or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave. Nothing in this section relieves an employer of any obligation under a collective bargaining agreement.

### **SECTION 3: NONRENEWAL, TERMINATION, REINSTATEMENT AND CERTAIN RESPONSIBILITIES OF THE POLICYHOLDER, CONT.**

It is unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under the Act. An employer, employment agency, employee organization or other person shall not take retaliatory personnel action or otherwise discriminate against a person because the individual exercised rights protected under the Act. It is unlawful for an employer to count paid family and medical leave taken under the Act as an absence that may lead to or result in discipline, discharge, demotion, suspension or any other adverse action. An employer who violates this section is subject to the damages and equitable relief available under 29 U.S.C. section 2617(a)(1).

#### **Private Plan Filing**

It is the Policyholder's responsibility to file a private plan application and any supporting documentation to The Division to obtain approval of their private plan. A separate application must be submitted and approved by the Division for each federal employer identification number (FEIN). The policyholder must also pay the administration fee required by the Division for each application.

#### **Maintenance of Records**

It is the Policyholder's responsibility to maintain sufficient records of the coverage under this Policy, including all additions, terminations, and changes. This information must be reported to Us regularly. The policyholder must also maintain sufficient records of the essential details of each Covered Individual's insurance under this Policy, including wage history and documentation of premiums collected from employees.

#### **Verification of Wages**

The Policyholder is required to provide Life Insurance Company of North America with all required Wage information in order for a claim to be paid.

If required Wage information from prior employment or concurrent employment is not readily available to the policyholder, Life Insurance Company of North America may request this information from the Covered Individual and/or will request consent from the Covered Individual to give Us authorization to obtain this information from the Division.

We reserve the right to examine these records at the place where they are kept during normal business hours or at a place mutually agreed upon by the policyholder and Life Insurance Company of North America. Such records must be maintained by the policyholder for at least 6 years after this Policy terminates.

If applicable, the policyholder must furnish this information to Life Insurance Company of North America. The Policyholder may also be required to furnish these records to The Division upon their request as long as such information does not violate the FAML Act.

The Policyholder may request information from Life Insurance Company of North America, including information about prior leaves taken by Covered Individuals and former Covered Individuals. The Policyholder is entitled to any information which is necessary to comply with the Act.

## **SECTION 4: PREMIUM RATE(S)**

### **Calculation of Premium**

Life Insurance Company of North America calculates premium consistent with the requirements of C.R.S. 8-13.3-507.

### **Premium Payment**

All premiums are to be paid by the policyholder to Life Insurance Company of North America on or before the Policy Effective Date and the Premium Due Dates, as stated on this Policy's face page. As noted on the Policy face page, premiums for this coverage are due monthly. The policyholder must pay premium in United States dollars. We may use any reasonable method to compute the premium due under the Plan. Premium payments should be sent to Our administrative office address.

### **Grace Period**

Each Premium due after the Effective Date may be paid up to 31 days after its Premium Due Date. This period is known as the grace period. The insurance provided by this policy for which premium has not been paid will stay in effect during the grace period. We will notify the policyholder in writing that, if the premium is not paid by the end of the grace period, such insurance will be subject to termination. If Life Insurance Company of North America fails to give Written notice to the policyholder by the end of the grace period, such insurance will continue in effect until the date notice is given.

This provision serves as the required advance notice under the Act that, if the premium is not paid by the Premium Due Date or during the Grace Period, We will provide notice to the policyholder and The Division and the plan will terminate the later of 31 days from notice of termination. the policyholder is responsible for paying premium for coverage in effect during the Grace Period, any extension of such period, and any period for which insurance under this Policy was in effect and premium was not paid. If the Policy ends, the policyholder will still owe Life Insurance Company of North America the premium for the full period the Policy was in effect.

### **Renewals**

Notice of new rates will be provided no less than 90 days prior to the renewal date. Such notice is not required if there is no change in premium rates at renewal.

### **Rate Guarantee Period**

Subject to the Right to Change Premium Rates provision, the premium rates for this Policy will be in effect from January 1, 2024 to December 31, 2024.

### **Right to Change Premium Rates**

Except as may be required by any Rate Guarantee Period, Life Insurance Company of North America may change premium rates on any date on or after the first Policy Anniversary Date; this will be done no more frequently than every 12 months and only if Life Insurance Company of North America notifies the Policyholder, in Writing, at least 90 days before such change.

In addition to the above and notwithstanding any rate guarantee period, Life Insurance Company of North America may change premium rates at any time for changes which materially affect the risk or cost assumed for the insurance provided by this policy, as follows:

1. when this policy is amended or endorsed;
2. when a class of Employees is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;
3. When the Policyholder's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this policy for any reason including organizational restructuring, acquisition, spin-off or similar situations;



**PREMIUM RATE(S) (Continued)**

4. when applicable law or regulatory requirements or the administration of such law or regulatory requirements:
  - a. requires a change in:
    - i. the insurance provided by this policy; and/or
    - ii. a class or classes of persons eligible for insurance under this policy;
  - b. results in a change in the amount of benefits paid under this policy; or
  - c. requires additional tax(es) to be paid;
5. on any other date agreed to by Life Insurance Company of North America and the policyholder.

New premium rates will apply only to premiums that become due on or after the date the rate change takes effect.

**Maximum Contribution Rate**

If the policyholder requires contributions toward premiums from Covered Individuals, this amount cannot be greater than the employee contribution that would be charged to employees under the Act. From January 1, 2023, through December 31, 2024, the policyholder may not deduct from the employee's subject wages more than the maximum allowable amount of 50 percent of nine-tenths of one percent of wages rounded to the nearest cent.

For the calendar year 2025, and each calendar year thereafter, the amount cannot exceed 50 percent of the premium established by The Division pursuant to § 8-13.3-507(3)(b), C.R.S., per employee. The percentage of wages withheld or diverted from Covered Individuals for contributions shall not be increased unless The Division adjusts the contribution rate.

The Weekly Benefit Amount will be based on the State Average Weekly Wage (SAWW) in effect at the time a Claim initiates. The Weekly Benefit Amount will change based on SAWW updates for a Claim in effect prior to the SAWW change. If some other circumstance triggers a recalculation of the Weekly Benefit amount, the recalculation will take into consideration the SAWW effect at that time for the dates of the Approved Leave. If the SAWW changes during the course of an Application Year, the Weekly Benefit Amount will be calculated using the updated SAWW for a Claim initiating on and after the effective date of the SAWW change.

## **SECTION 5: ELIGIBILITY FOR PAID FAMILY AND MEDICAL LEAVE BENEFITS**

### **Eligible Class(es)**

All the policyholder's employees working in Colorado, who meet the minimum eligibility requirements to become a Covered Individual under the Act, whether minimum eligibility was initially met with the policyholder or from a prior employer.

### **Conditions of Eligibility**

Beginning January 1, 2024, employees that qualify as Covered Individuals are eligible to take paid leave under the Act and receive Benefits during that leave for the following reasons;

- Because of birth, adoption or placement through foster care, caring for a new child during the first year after the birth, adoption or placement of that child;
- Caring for a family member with a serious health condition;
- Because of their own serious health condition;
- Because of any qualifying exigency leave;
- Because of the need for safe leave

### **Duration of Leave**

A Covered Individual is eligible for no more than 12 total weeks, in the aggregate for all qualifying leave reasons, of PFML Benefits in a single Application year; except that benefits are payable up to an additional four weeks to a Covered Individual with a serious health condition related to pregnancy complications or childbirth complications.

Approved leave may be in the form of continuous Leave, Intermittent leave, or Reduced Leave Schedule.

The hourly expression of a Covered Individual's total allotted leave duration is equal to the total number of hours in the covered individual's regular work schedule, multiplied by the number of weeks of leave entitlement.

Intermittent leave may be taken in increments of either one hour or shorter periods if consistent with the increments the employer typically uses to measure employee leave. Benefits are not payable until the Covered Individual accumulates at least eight hours of plan benefits. Benefits for Intermittent Leave are payable weekly.

### **Coverage Effective Date**

Coverage will become effective for the policyholder on the policy effective date as shown on the Policy face page.

An Employee will become eligible under this policy on the later of:

- the policy effective date as shown on the Policy face page; and
- the date such person becomes a member of an eligible class.

### **Date Insurance for an Employee Starts**

Insurance coverage under this Policy will go into effect on the Policy Effective Date, as shown on the Policy face page.

For Covered Individuals who become eligible for coverage after the Policy Effective Date, insurance will go into effect for each Covered Individual on the date that the individual becomes an Employee.

## **SECTION 5: ELIGIBILITY FOR PAID FAMILY AND MEDICAL LEAVE BENEFITS, (Continued)**

### **Date Insurance for a Covered Individual Ends**

The Covered Individual is no longer eligible for coverage under this Policy on the first of the following to occur:

1. the date the Covered Individual no longer meets the meets the eligibility requirements defined under this policy;
2. the date the Covered Individual is no longer eligible for coverage pursuant to the Act and terms of this Policy; or
3. the end of the period for which premium has been paid for the Covered Individual due to employment ending.

We will provide coverage for a payable claim that occurs while the Covered Individual is covered under this Policy. Payments will continue for a claimant that began an approved continuous claim while they were a Covered Individual until their approved leave duration has ended or their maximum period of time available has been exhausted even if insurance has ended.

## **SECTION 6: AMOUNT OF BENEFITS AND PAYMENTS**

### **Calculation of Weekly Benefit Amount and Use of Wages**

A Covered Individual's Weekly Benefit Amount will be determined as follows:

1. The portion of the Covered Individual's average weekly wage that is equal to or less than 50 percent of the state average weekly wage shall be replaced at a rate of 90 percent; and
2. The portion of the Covered Individual's average weekly wage that is more than 50 percent of the state average weekly wage shall be replaced at a rate of 50 percent.

In no event will benefits be paid at a rate that is less than what would be paid to a Covered Individual if the policyholder was participating in the state plan.

The Weekly Benefit Amount will be based on the state average weekly wage (SAWW) in effect at the time a Claim initiates. The Weekly Benefit Amount will change based on SAWW updates for a Claim in effect prior to the SAWW change. If some other circumstance triggers a recalculation of the Weekly Benefit amount, the recalculation will take into consideration the SAWW effect at that time for the dates of the Approved Leave. If the SAWW changes during the course of an Application Year, the Weekly Benefit Amount will be calculated using the updated SAWW for a Claim initiating on and after the effective date of the SAWW change.

The Policyholder will be required to submit all Wage information to Us.

### **Maximum Weekly Benefit Amount**

The maximum weekly benefit is 90 percent of the state average weekly wage, except that for paid family and medical leave beginning before January 1, 2025, the maximum weekly benefit is \$1,100.

### **Paid Leave Allowance calculation**

Utilization of Paid Leave Allowance under this policy will be determined by the rolling twelve-month period measured backward by an employee's first day of leave taken.

### **Payment to a Covered Individual**

Benefits will be paid to the Covered Individual only. Benefits cannot be assigned, unless such assignment is required by operation of law, such as child support.

## **SECTION 7: BENEFIT PROVISIONS**

### **Duration**

The maximum number of weeks for which a Covered Individual may take paid family and medical leave and for which family and medical leave insurance benefits are payable for any purpose, or purposes in aggregate, in an Application year is 12 weeks; except that benefits are payable up to an additional four weeks to a Covered Individual with a serious health condition related to pregnancy complications or childbirth complications.

The entire benefit for a continuous claim is payable under the policy in force at the time of the initial approved claim. If an intermittent claim is filed, benefits will remain payable under the policy in force at the time of the initial approved claim unless employment is terminated, in which case benefit payments will cease upon termination of employment.

### **Payment Period**

The benefits under this policy may not be conditioned on the Covered Individual first utilizing any available accrued paid leave available from the employer. In any case in which the necessity for leave is foreseeable, an employee shall provide notice to the individual's employer with not less than 30 days' notice before the date the leave is to begin of the individual's intention to take leave under the Act. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the individual shall provide the notice as soon as practicable. The Covered Individual shall make a reasonable effort to schedule paid family and medical leave so as not to unduly disrupt the operations of the employer.

### **Payment of Benefits**

We will comply with claim decision and payment timeframes set forth in the Act. Claim payments will be made to a Claimant within two weeks of receiving a Complete Application, however, if a Complete Application is approved before the onset of PFML leave beginning, we will commence payment of PFML Benefits as soon as PFML leave begins. Payment of PFML Benefits following initial approval will occur on a weekly basis. We may verify the leave taken prior to issuing a payment.

If some or all awarded leave is for a duration of less than a week, the benefit amount will be prorated based on the portion of work missed for the week.

In order for benefits to be payable, an employee's cumulative absence must be at least eight hours. In no event may we require more than eight cumulative hours of absence in order to pay benefits.

### **Cessation of Benefits**

PFML benefits under the Policy will cease when the Covered Individual is no longer eligible for family or medical leave, no longer has a serious health condition, no longer has a family member with a serious health condition, no longer has a qualifying Exigency or the Covered Individual has exhausted the maximum payment period under the Policy.

### **Intermittent Leave or Reduced Leave Schedule**

Intermittent leave may be taken in increments of either one hour or shorter periods if consistent with the increments the employer typically uses to measure employee leave. Benefits are not payable until the Covered Individual accumulates at least eight hours of plan benefits. Benefits for Intermittent Leave are payable weekly.

1. For Family Leave to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement, leave may be taken on an Intermittent or Reduced Leave Schedule. Certification of birth or placement is required in the same manner it is for continuous leave.
2. For Family Leave to care for a Family Member's Serious Health Condition, leave may be taken on an Intermittent or Reduced Leave Schedule. We must receive a certification from the Health Care Provider that the Intermittent or Reduced Leave schedule is medically necessary.
3. For Family Leave due to a Qualifying Exigency, leave may be taken on an Intermittent or Reduced Leave Schedule if the Covered Individual elects to take Intermittent or Reduced Leave for this purpose.

## **SECTION 7: BENEFIT PROVISIONS, (Continued)**

4. For Medical Leave due to a Covered Individual's own Serious Health Condition, leave may be taken on an Intermittent or Reduced Leave Schedule. We must receive a certification from the Health Care Provider that the Intermittent Leave or Reduced Leave Schedule is medically necessary.
5. For Safe leave, leave may be taken on an Intermittent or Reduced Leave Schedule. We must receive certification of the need for Safe Leave in the same manner as it is for continuous leave.

For each request for payment associated with Intermittent Leave, we may verify the leave taken prior to issuing a payment.

Taking leave on an Intermittent Leave or Reduced Leave Schedule will result in a proportionate reduction in the Covered Individual's available allotment of leave. In addition, the weekly benefit amount will be reduced in direct proportion to the Intermittent Leave or Reduced Leave Schedule.

### **Extension of Paid Leave Benefits**

A Covered Individual or their Designated Representative must notify Us within ten (10) calendar days after the occurrence of any event, or the foreseeability of any event that could change the amount or duration of approved leave.

If a Covered Individual notifies Us of an event that would increase the duration or frequency of benefits, We may require the Covered Individual to submit additional documentation in support of their claim, if the initial certification received for the leave does not sufficiently cover the requested increase as long as such information does not violate the FMLI Act.

A request for extension of Paid Leave Benefits may be submitted via the same channels available as initial claim submission. If the Covered Individual chooses not to call Us to submit their extension request, they can send Us a written request by mail to New York Life Benefit Solutions, P.O. Box 29050, Phoenix, AZ 85038-9050, via email at [AbsenceManagement@newyorklife.com](mailto:AbsenceManagement@newyorklife.com) or online at [www.myNYLGBS.com](http://www.myNYLGBS.com).

### **Substitution of Employer Provided Leave**

The policyholder may not require a Covered Individual to use any sick or other accrued paid leave or paid time of prior to initiating a claim under the Policy or during the coverage period. A Covered Individual must consent to use of Accrued Paid Leave during periods of PFML. If the policyholder provides Accrued Paid Leave to the Covered Individuals during a period of PFML, the policyholder is accountable for paying only the amount of Accrued Paid Leave that when combined with the Weekly Benefit Amount is equal to or less than the Covered Individual's Average Weekly Wage such that the Covered Individual does not receive more than 100% of their Average Weekly Wage.

### **Continuation of Benefits Following Unemployment**

If a Covered Individual is awarded continuous leave for an absence caused by a qualifying leave reason, the duration of the awarded leave is not impacted by subsequent unemployment.

If a Covered Individual is awarded intermittent leave or reduced leave schedule for an absence caused by a qualifying leave reason, and subsequently becomes unemployed, the awarded leave terminates upon unemployment, and may apply for benefits upon reemployment.

## **SECTION 8: CLAIM PROVISIONS**

### **Consent**

By submitting an Application for Benefits to Us, the Covered Individual consents to Us sharing with the policyholder, upon their request, limited information necessary for the policyholder to coordinate PFML Benefits with other benefits for which the Covered Individual is eligible, including wage replacement amount and the reason for leave as long as such information does not violate the FAML Act. The policyholder shall not request, and We shall not provide, information that is not absolutely necessary for such benefit coordination. Our provision of information not necessary for such benefit coordination, may constitute discrimination, retaliation and/or interference in violation of § 8-13.3-509, C.R.S. the policyholder must store and maintain the confidentiality of such information in accordance with all applicable federal, state, and local laws and regulations, and failure to do so may constitute discrimination, retaliation, and/or interference in violation of § 8-13.3-509, C.R.S.

### **Required Notice to Employer by Covered Individuals**

A Covered Individual shall give not less than 30 calendar days' notice to the Policyholder of the anticipated start date of leave. If the necessity for leave is not foreseeable or providing 30 days' notice is not possible, the notice must be provided as soon as practicable. The Covered Individual shall make a reasonable effort to schedule paid family and medical leave so as not to unduly disrupt the operations of the employer. For individuals on intermittent leave, these scheduling and notice requirements apply to each absence. Notification need not include any specific terms or reference specific provisions of the Act, but must reasonably implicate qualifying leave under the FAML Act to satisfy the notification requirement.

Such notification may be in the same manner as the Covered Individual and Employer typically communicate work availability, and absent unusual circumstances, must comply with the employer's usual and customary notice and procedural requirements for leave, unless those requirements are contrary to rights, benefits, or protections afforded to the Covered Individual under the Act.

Employers may require the notice to contain the anticipated start time, anticipated duration, and where applicable, anticipated frequency of leave.

A Covered Individual must provide notice to the policyholder within ten days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave.

If a Covered Individual receives a reduced leave schedule or intermittent leave, the Covered Individual may be required to submit documentation sufficient to recertify their need for leave every six months, or as requested by Us for claim management purposes. If a Covered Individual fails to recertify, the approval for the leave will expire.

Any of the notices required by this section may be given by a Covered Individual's designated representative.

### **Claims Submission Requirements**

The Covered Individual must submit both notice of leave and proof of claim.

Applications must be submitted to Us verbally, electronically or in writing in a form approved by Us within 30 calendar days of the date leave is requested and not later than 30 calendar days after the date leave commenced. Applications submitted to Us outside of this timeframe, either early or late, will be denied, except in cases where a claimant can demonstrate an application was submitted late for reasons that constitute Good Cause. Applications may be submitted up to 90 days following the date leave commenced for demonstrated Good Cause.

"Good Cause" will exist if We determine that a reasonably prudent individual under the same or similar circumstances would have been prevented from filing a timely request. In determining whether good cause has been shown, We will consider all factors deemed relevant, including but not limited to:

- Whether the requestor received timely and adequate notice of the need to act;
- Administrative error by Us or our representatives;
- A demonstrated inability to reasonably access a means to file an application in a timely manner due to a natural disaster or a significant and prolonged system outage;

## **CLAIM PROVISIONS (Continued)**

- The requestor's physical or mental impairment, particularly if the impairment is related to the request for paid leave;
- Whether the requestor acted diligently in submitting the request once the reason for the late request no longer existed;
- The total length of time that the action was untimely; and
- Whether the delay affects the ability for Us to determine the validity of the request

Covered Individuals should send the notice of leave and proof of claim forms to Us. If the Covered Individual chooses not to call Us to submit their application, they can send such forms to Us by mail to New York Life Benefit Solutions, P.O. Box 29050, Phoenix, AZ 85038-9050, via email at [AbsenceManagement@newyorklife.com](mailto:AbsenceManagement@newyorklife.com) or online at [www.myNYLGBS.com](http://www.myNYLGBS.com). Notice of leave or proof of claim sent to another location may not constitute valid notice or proof of claim. A claim may be delayed or denied if this notice of leave or proof of claim procedures are not followed.

Upon receipt of initial notice of leave, we will notify the policyholder within 5 business days of the receipt of the notice.

After submitting an Application to Us, a Claimant must notify Us within 10 calendar days of any changes to the information provided on their Application and provide additional information, if applicable, including, but not limited to, changes to the Claimant's:

- First and last name;
- Mailing address;
- Telephone number;
- Current employment or self-employment;
- Average number of Work Days worked per Work Week;
- PFML schedule;
- Type of PFML taken; or
- Eligibility to receive Workers' Compensation or Unemployment Insurance benefits.

Failure to notify Us of any changes to the information provided on an Application as specified in this section may result in a delay, denial, overpayment, or disqualification of PFML Benefits.

### **Claims Adjudication Process**

We will promptly examine each Application upon submission. If We require additional information to consider an Application complete, We will make a reasonable effort to promptly obtain the additional information or documentation from the Covered Individual, using the Covered Individual's preferred language and method of contact. If We can obtain necessary missing documentation from the policyholder or Health Care Provider, We may directly contact those sources to assist the Covered Individual in completing their Application.

We will allow up to 60 days for a Covered Individual to provide all information to consider an Application complete before closing or denying a claim. After 60 days, We will notify the Covered Individual in writing prior to closing or denying their claim which includes the information required for their claim to be complete. We will consider any Good Cause based on evidence submitted by the Covered Individual to reopen the claim.

We will comply with claim decision and payment timeframes set forth in the Act. Claim decisions and payments will be made to a Claimant within two weeks of receiving a Complete Application, however, if a Complete Application is approved before the onset of PFML leave beginning, we will commence payment of PFML Benefits as soon as PFML leave begins. Payment of PFML Benefits following initial approval will occur on a weekly basis. We may verify the leave taken prior to issuing a payment.



## **CLAIM PROVISIONS (Continued)**

We will provide claim decisions that, at a minimum, include:

- Identification of the Claimant;
- The date of our decision; and
- A statement either:
  - approving the Application, including the frequency, duration and amount of PFML Benefits; or
  - denying the Application along with the reason(s) for the denial, a description of additional material or information outstanding, and an explanation of the Claimant's right to appeal the decision and instructions on how to submit an appeal.

We will provide claim decisions in writing, either in hard copy or electronically if the Claimant has opted for electronic notification.

### **Information Required from the Policyholder**

We require that the policyholder, within ten business days from the date the Policyholder receives notice that the Covered Individual has filed notice of Application for PFML benefits, provide Us with all relevant information or records We may request to evaluate the Covered Individual's claim as long as such information does not violate the FAML I Act. This information or records may include, but is not limited to, the following:

- Employment records for the Covered Individual, including but not limited to a description of the Covered Individual's position, work schedule, weekly hours worked, prior requests and approvals for leave for a Qualifying Reason, and amount of paid leave taken for a Qualifying Reason during the current Benefit Year;
- Wage history for the Benefit Year;
- Whether the Covered Individual will receive any paid or unpaid leave benefits during the requested leave period, including Accrued Paid Leave or other temporary disability or paid family or medical leave payments;
- Whether the Employer has approved or intends to approve the request for leave under the state or federal Family and Medical Leave Act or any other policy allowing for paid or unpaid leave;
- Any other relevant information or records related to the request for a claim for benefits under this Policy, including but not limited to, evidence of a fraudulent claim, as long as such information does not violate the FAML I Act.

### **Claim Cancellation**

A claim for PFML Benefits may be cancelled at any time provided a request to cancel has been submitted to Us in a method approved by Us, and no leave under the policy was taken under the claim; PFML Benefits have not been paid for the claim; and no disqualification has been issued by Us and no appeal of a disqualification or denial has been requested.

### **Information that the Policyholder May Request from Us**

The policyholder is entitled to request any information that We possess which is necessary in order for the policyholder to comply with the PFML Statute and Regulations as long as such information does not violate the FAML I Act. To the extent permitted under state and federal law, we will provide any requested claims experience related to this policy.

### **Authority to Make Benefit Determinations**

Life Insurance Company of North America shall serve as the claims review fiduciary with respect to this Policy. The claims review fiduciary has the discretionary authority to interpret this Policy and to determine eligibility for benefits and the amount of any benefits payable.

### **Recovery of Overpayments**

We have the right to recover overpayments that occur due to:

- An error We make in processing the Covered Individual's claim;

### **CLAIM PROVISIONS (Continued)**

- Payment We made that should have been made under another plan; or
- The Covered Individual's receipt of Workers Compensation or Unemployment Insurance for the same absence circumstances for periods during which the Covered Individual has already received PFML Benefits under this Policy.

We will exercise our discretion to waive, in whole or in part, the amount of any such repayments where recovery would be against equity and good conscience.

If We determine that We should have paid the Covered Individual a different benefit amount from the amount actually paid on the Covered Individual's claim, We will adjust the PFML Benefit accordingly. If We determine that We overpaid the Covered Individual's claim, then We may require that the Covered Individual repay Us in full. We will make reasonable arrangements with the Covered Individual to determine a method by which the Covered Individual will repay Us. We will not recover more money from the Covered Individual than the benefit amounts We paid to the Covered Individual.

Prior to the recovery of the amount of any PFML Benefits under this section, we will notify the Claimant of:

- The day(s) or week(s) for which the PFML Benefits were paid; and
- That any amount subject to recovery due under this section may be collected by Us in a civil action against the Employer or Employee brought by Us.

The Claimant may appeal a determination made under this section.

## SECTION 9: CERTIFICATION AND DOCUMENTATION

### For Proof of claim

The Covered Individual's proof of claim may include the following written consent, certifications and documentation requests specified below. Certifications and documentation requested by Us will not exceed those permitted under the Act.

1. The type of leave and the date that the leave began;
2. A certification evidencing that the leave is for a qualifying reason;
3. If leave is for a Serious Health Condition, that the Covered Individual or Family Member is under inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a Health Care Provider, as well as the name, type of medical practice/specialty, phone number and address of the Health Care Provider and/or treatment facility;
4. If applicable, written consent from the Covered Individual for Us to share information we have or may reasonably require with the policyholder, the Division, and with the Health Care Provider in order to process and evaluate the claim as long as the information does not violate the FAMLII Act. If we do not need to share information in order to process the claim, we will not require this written consent;
5. For Medical Leave Benefits for a Serious Health Condition:  
A certification from a Health Care Provider that includes:
  - The Claimant's first and last name;
  - A summary of the appropriate medical facts within the knowledge of the Health Care Provider and statement that the Covered Individual has a Serious Health Condition;
  - The date on which the Serious Health Condition commenced or when the serious health condition created the need for Medical leave;
  - The probable duration of the Serious Health Condition; and
  - Information regarding the need for Intermittent or Reduced Leave including a reasonable estimate of the frequency and duration and estimated treatment schedule, if applicable.
6. For Family Leave Benefits to Care for Family Member with a Serious Health Condition:  
A certification from a Health Care Provider that includes:
  - A statement of the relationship between the Covered Individual and the Family Member;
  - The first and last name of the Family Member;
  - The Claimant's first and last name;
  - A summary of the appropriate medical facts within the knowledge of the Health Care Provider and a statement that the Family Member has a Serious Health Condition;
  - The date on which the Family Member's Serious Health Condition commenced or when the serious health condition created the need for Family leave;
  - The probable duration of the Family Member's Serious Health Condition;
  - A statement that the Covered Individual is needed to care for the Family Member; and
  - An estimate regarding the frequency and anticipated duration of time that the Covered Individual is needed to care for the Family Member for Intermittent or Reduced Leave.
7. For Family Leave Benefits for the Birth of a Child:  
A Claimant applying for PFML Benefits to bond with a Child during the first year after the Child's birth must provide one of the following forms of verification:
  - The Child's birth certificate;

## SECTION 9: CERTIFICATION AND DOCUMENTATION (Continued)

- A Consular Report of Birth Abroad;
- A hospital admission form associated with delivery;
- A statement from the Child's Health Care Provider stating the Child's birth date;
- A statement from the Health Care Provider of the person who gave birth stating the Child's birth date; or
- Another document approved by Us for this purpose

### 8. For Family Leave Benefits for Placement of a Child for Adoption or Foster Care:

A Claimant applying for PFML Benefits to bond with a Child during the first year after the placement of the Child through Foster Care or Adoption must provide one of the following forms of verification:

- A copy of a court order verifying placement;
- A letter signed by the attorney representing the Claimant that confirms the placement of the Child;
- A document from the foster care, adoption agency or social worker involved in the placement that confirms the placement of the Child;
- A document for the Child issued by the United States Citizenship and Immigration Services; or
- Another document approved by Us for this purpose

The verification required in sections 7 and 8 above must also show the following:

- Claimant's first and last name as parent or guardian of the child after birth or placement of the child through foster care or adoption;
- Child's first and last name; and
- Date of the Child's birth or placement.

### 9. For Family Leave Benefits for a Qualifying Exigency arising from a Family Member on Active Military Duty or Notification of an Impending Call or Order to Active Duty in the Armed Forces:

- A copy of the Family Member's active duty orders; or
- A letter of impending activation from the Family Member's commanding officer; or
- Other documentation in circumstances where, for Good Cause shown, the Covered Individual is unable to produce the active duty orders or letter of impending activation; and
- A statement of the family relationship between the Covered Service Member and the Covered Individual requesting benefits;
- Information from the Covered Individual that proves to our satisfaction the identity of the Family Member;
- The name and address of the family member being cared for;
- The dates or period of time for which leave is requested; and
- The underlying reason for the Qualifying Exigency; and
- Any other documentation which supports the need for leave (i.e., document confirming the Service Member's rest and recuperation leave; a document confirming an appointment with a third party, copy of a bill for services for handling legal or financial affairs, etc.).

### 10. For a Claimant's Safe Leave

A Claimant applying for PFML Benefits for Safe Leave may provide verification of the basis for the Safe Leave, including any of the following forms of documentation:

- A copy of a federal agency or state, local, or tribal police report, or a formal complaint to a school's Title IX Coordinator indicating that the Claimant or the Claimant's Child was a victim of Domestic Violence, Harassment, Sexual Assault, or Stalking;

## **SECTION 9: CERTIFICATION AND DOCUMENTATION (Continued)**

- A copy of a protective order or other evidence from a federal, state, local, or tribal court, administrative agency, school's Title IX Coordinator, or attorney that the claimant or the Claimant's Child appeared in or was preparing for a civil, criminal, or administrative proceeding related to Domestic Violence, Harassment, Sexual Assault, or Stalking; or
- Documentation from an attorney, law enforcement officer, Health Care Provider, licensed mental health professional or counselor, member of the clergy, or victim services provider that the claimant or the Claimant's Child was undergoing treatment or counseling, obtaining services, or relocating as a result of Domestic Violence, Harassment, Sexual Assault, or Stalking.

In cases where a Claimant cannot provide one of the forms of documentation in section 10, the claimant may instead provide notification that they are taking eligible Safe Leave.

### 11. For Family Leave Benefits for a Qualifying Exigency:

- A copy of the Family Member's active duty orders; or
- A letter of impending activation from the Family Member's commanding officer; or
- Other documentation in circumstances where, for Good Cause shown, the Covered Individual is unable to produce the active duty orders or letter of impending activation; and
  - A statement of the family relationship between the Covered Service Member and the Covered Individual requesting benefits;
  - Information from the Covered Individual that proves to our satisfaction the identity of the Family Member;
  - The name and address of the family member being cared for;
  - The dates or period of time for which leave is requested; and
  - The underlying reason for the Qualifying Exigency; and
  - Any other documentation which supports the need for leave (i.e., document confirming the Service Member's rest and recuperation leave; a document confirming an appointment with a third party, copy of a bill for services for handling legal or financial affairs, etc.).

## **SECTION 10: APPEALS**

### **Appeals**

Claimants will be advised in writing by Us that they have the right to request an appeal to Us of an adverse PFML claim determination or any appealable events. A Claimant may file an appeal due to any of the following events:

- Our failure to issue determination of claim for benefits within 2 weeks of completed claim application;
- An adverse determination of claims for benefits;
- Our failure to pay full approved claim amount;
- Our determination that a Covered Individual is disqualified from benefits due to our conclusion that the Covered Individual willfully made a false statement, misrepresentation of material fact, or willfully failed to report a material fact to obtain benefits;
- Our identification or collection of an overpayment; or
- Our closure or denial of a claim based on Our determination that the claim was not properly submitted within 60 days.

### **Process for Filing an Appeal**

Claimants must submit an appeal in writing within 45 days of Our notice of adverse decision or any appealable event. We will consider written requests for appeal after 45 days but no later than 60 days if the Covered Individual provides evidence of good cause for not submitting within 45 days.

The written request for appeal must specifically identify the decision or event being appealed, the date of the event and a summary of the basis for appeal. In addition, supporting additional documentation may be submitted for consideration by Us.

A Covered Individual may forgo the initial appeals process offered by Us and submit an appeal directly to The Division using The Division's "Appeal Request Form" or another format approved by The Division.

### **Division Determinations**

If a Claimant appeals to the Division a determination under an approved private plan, either the Claimant or We may seek judicial review of the Division's determination.

If a Claimant appeals a benefit determination under an approved private plan, and the Division determines that the Claimant is entitled to additional payment, the Division will notify Us, and We must pay the additional amount. The Division will specify the benefit amount due and when such additional payments are due in its determination.

If the Division overturns or modifies a benefits determination under an approved private plan, and We seek judicial review of the Division's decision, We must still pay the additional amount as noted above. However, if the Division's determination is overturned or modified by a court upon judicial review, We may:

- Enter into a repayment plan with the employee; or
- File suit against the employee in a court of competent jurisdiction to recover the overpayment.

## **SECTION 11: EXCLUSIONS**

If an absence from work is caused by circumstances that would entitle an individual to temporary indemnity benefits under the Workers Compensation Act or for benefits under CESA (Unemployment Insurance), the individual is not entitled to family and medical leave insurance benefits.

If there are future changes in the Act which require additional exclusions, this section will be amended to reflect changes in the Act.

## SECTION 12: DEFINITIONS

**Additional conditions or restrictions** means material conditions or restrictions, and does not include incidental conditions or restrictions that do not interfere with, restrict, or lessen an employee's rights under FAMLI Act.

**Adverse determination** means either a complete denial of benefits, or a determination to award a claimant benefits in a frequency or duration less than the claimant requested, or a determination to award a wage replacement amount less than what the claimant believes they are entitled to under the FAMLI Act and its implementing regulations.

**Alternative base period** means the last four completed calendar quarters immediately preceding the benefit year.

**Application year**, also described as a **Benefit Year**, means the 12-month period beginning on the individual's benefit start date.

**Average weekly wage** means one-thirteenth of the wages paid during the quarter of the Covered Individual's base period, or alternative base period, in which the total wages were highest. For purposes of calculating average weekly wage, wages include, but are not limited to, salary, wages, tips, commissions, and other compensation as determined by the director by rule.

**Base period** means the first four of the last five completed calendar quarters immediately preceding the first day of the individual's benefit year.

**Benefit start date** means the first day the Covered Individual is unable to attend work based on the qualifying reason for leave.

**Business Days** means Monday, Tuesday, Wednesday, Thursday, and Friday, and excludes any Colorado state holidays, as listed in C.R.S. 24-11-101.

**Calendar quarter** means the period of three consecutive calendar months ending on March 31, June 30, September 30, or December 31.

**Carrier** means New York Life Group Benefit Solutions, We, Our and Us.

**Claim** means a period of PFML Benefits that starts with the date PFML begins based upon our receipt of a complete Application and continues through the duration of the approved PFML or until the approved PFML Benefits have been exhausted. A Covered Individual may have multiple claims in an Application Year but may not be approved for more than the period described in the Maximum PFML Payment Period.

**Claimant** means a Covered Individual that has submitted an Application or established a claim for PFML Benefits.

**Complete Application** means an Application that contains all of the required information as well as Wage information necessary to calculate PFML Benefits.

**Continuous leave** means one non-recurring uninterrupted period of leave.

**Covered individual** means any person who:

- (a)
  - (I) Earned at least \$2,500 in wages subject to premiums under this part 5 during the person's base period, or alternative base period; or
  - (II) Elects coverage and meets the requirements of section 8-13.3-514;
- (b) Meets the administrative requirements outlined in this part 5 and in regulations; and
- (c) Submits an application with a claim for benefits pursuant to section 8-13.3-516(6)(d).



## DEFINITIONS (Continued)

**Designated Representative** means a person or entity legally authorized to make decisions on behalf of another, with regard to the FAMLII program. For employers, that legal authorization may be in the form of a written designation. For claimants, that legal authorization may be through written designation from the claimant or through legal status as a parent, guardian, conservator, or power of attorney. For safe leave applications, the perpetrator of domestic violence, stalking, sexual assault, or sexual abuse may not be the claimant's designated representative.

**Director** means the director of the division.

**Division** means the division of family and medical leave insurance created in section 8-13.3-508.

**Domestic violence** means any conduct that constitutes "domestic violence" as set forth in section 18-6-800.3(1) or section 14-10-124(1.3)(a) or "domestic abuse" as set forth in section 13-14-101(2).

**Employee** means any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. For the purposes of this part 5, an individual primarily free from control and direction in the performance of the labor or services, both under the individual's contract for the performance of the labor or services and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the labor or services performed is not an "employee." "Employee" does not include an "employee" as defined by 45 U.S.C. section 351(d) who is subject to the federal "Railroad Unemployment Insurance Act," 45 U.S.C. section 351 et seq.

**Employee share** means 50 percent of the total premium required for an employee.

**Employer** means any person engaged in commerce or an industry or activity affecting commerce that:

- (a) Employs at least one person for each working day during each of twenty or more calendar workweeks in the current or immediately preceding calendar year; or
- (b) Paid wages of one thousand five hundred dollars or more during any calendar quarter in the preceding calendar year.
- (c) "Employer" includes:
  - (I) A person who acts, directly or indirectly, in the interest of an employer with regard to any of the employees of the employer;
  - (II) A successor in interest of an employer that acquires all of the organization, trade, or business or substantially all of the assets of one or more employers; and
  - (III) The state or a political subdivision of the state.

Employer does not include the federal government or self-employed individuals.

**Employer-provided paid leave** means vacation leave, paid sick leave, paid personal leave, paid parental leave, paid leave under C.R.S. 24-34-402.7, and any other employer-paid time off, except that employer-provided paid leave does not include benefits under a commercial short-term or long-term disability policy for purposes of these rules.

**Employer share** means 50 percent of the total premium required for an employee.

**FAMLII** means the Paid Family and Medical Leave Insurance Act, C.R.S. 8-13.3-501 through 524 (the "Act").

**Family and medical leave insurance benefits or Benefits** means the benefits defined by C.R.S. 8-13.3-501 through 524.

**Family and medical leave insurance program or Program** means the program created in section 8-13.3-516.

## DEFINITIONS (Continued)

**Family member** means:

- (a) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the Covered Individual stands in loco parentis, or a person to whom the Covered Individual stood in loco parentis when the person was a minor;
- (b) A biological, adoptive or foster parent, stepparent or legal guardian of a Covered Individual or Covered Individual's spouse or domestic partner or a person who stood in loco parentis when the Covered Individual or Covered Individual's spouse or domestic partner was a minor child;
- (c) A person to whom the Covered Individual is legally married under the laws of any state, or a domestic partner of a Covered Individual as defined in section 24-50-603(6.5);
- (d) A grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the Covered Individual or Covered Individual's spouse or domestic partner; or
- (e) As shown by the Covered Individual, any other individual with whom the Covered Individual has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

**Fund** means the family and medical leave insurance fund created in section 8-13.3-518.

**Health care benefits** means benefits provided to an employee by an employer related to the improvement or maintenance of the employee's health, including but not limited to:

- A. Health insurance;
- B. Dental insurance;
- C. Vision insurance; and
- D. Mental health, counseling, and addiction services.

**Health care provider** means any person licensed, certified, or registered under federal or Colorado law to provide medical or emergency services, including, but not limited to, physicians, doctors, nurses, emergency room personnel, and midwives.

**Intermittent leave** means leave taken in separate blocks of time due to a single qualifying reason.

**Local Government** has the same meaning as defined at C.R.S. 8-13.3-503(14) and is limited to Colorado local governments. "Local government" does not include: (1) a governmental entity with one or more employees in the state personnel system pursuant to Art. XII Section 13 of the Colorado Constitution and the State Personnel System Act, C.R.S. 24-50-101 et seq.; or (2) a governmental entity for which premiums were paid pursuant to C.R.S. 8-13.3-518(4)(b).

**My FAMLI+ Employer** means the online portal through which employers and individuals will interact with the FAMLI Division. Activities completed through this portal include, but are not limited to, electing coverage, declining coverage, reporting wages, and remitting premiums pursuant to the FAMLI Act and its implementing regulations.

**Paid family and medical leave** means leave taken from employment in connection with family and medical leave insurance benefits under C.R.S. 8-13.3-501 through 524.

**Paid sick leave** means time off from work that is:

- (A) Compensated at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked; and
- (B) Provided by an employer to an employee for one or more of the purposes described in sections 8-13.3-404 to 8-13.3-406.
  - (a) "Same hourly rate or salary" does not include overtime, bonuses, or holiday pay.
  - (b) For employees paid on a commission basis only, "same hourly rate or salary" means a rate of no less than the applicable minimum wage.

## DEFINITIONS (Continued)

(c) For employees paid an hourly, weekly, or monthly wage and also paid on a commission basis, "same hourly rate or salary" means the rate of pay equivalent to the employee's hourly, weekly, or monthly wage or the applicable minimum wage, whichever is greater.

**Premium** means the money payments required pursuant to C.R.S. 8-13.3-507 to finance the payment of family and medical leave insurance benefits and administer the family and medical leave insurance program.

**Private plan administrator** means Life Insurance Company of North America.

**Qualifying exigency leave** means leave based on a need arising out of a Covered Individual's family member's active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to, providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

**Reduced Leave Schedule** means a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

**Retaliatory personnel action** means denial of any right guaranteed under this part 5, including, but not limited to, any threat, discharge, suspension, demotion, reduction of hours, or any other adverse action against an employee for the exercise of any right guaranteed in this part 5. "Retaliatory personnel action" also includes interference with or punishment for in any manner participating in or assisting an investigation, proceeding, or hearing under this part 5.

**Rights, protections, and benefits provided to employees under this part 5** includes any rights, protections, and benefits conferred by rules promulgated under the FAMLI Act.

**Safe leave** means any leave because the Covered Individual or the Covered Individual's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse. Safe leave under this part 5 applies if the Covered Individual is using the leave from work to protect the Covered Individual or the Covered Individual's family member by:

- (a) Seeking a civil protection order to prevent domestic violence pursuant to sections 13-14-104.5, 13-14-106, or 13-14-108;
- (b) Obtaining medical care or mental health counseling or both for himself or herself or for his or her children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
- (c) Making his or her home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or
- (d) Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime.

**Serious health condition** means an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

**Sexual assault or abuse** means any offense as described in section 16-11.7-102(3), or sexual assault, as described in section 18-3-402, committed by any person against another person regardless of the relationship between the actor and the victim.

**Stalking** means any act as described in section 18-3-602.

## DEFINITIONS (Continued)

**State average weekly wage** means the state average weekly wage determined in accordance with section 8-47-106.

**Wages** means All remuneration for personal services, including the cash value of all remuneration paid in any medium other than cash, other than remuneration paid in other than cash to an agricultural worker or a domestic worker and has the same meaning as C.R.S.8-70-141 and excludes remuneration described by C.R.S. 8-70-142.

**Wages subject to premiums under this part 5** means wages paid to an employee by an employer with an approved private plan, wages paid to an employee by an employer under the state plan, and income earned from either self employment or local government employment by individuals who have elected coverage pursuant to C.R.S. 8-13.3-514.

**Wage replacement benefit** means the monetary weekly benefit amount.

**Willful or Willfully** means knowledge that behavior meets a particular standard, or reckless disregard for whether behavior meets a particular standard. All facts and circumstances surrounding a situation shall be taken into account in determining whether behavior is willful.

## SECTION 13: SCHEDULE OF EXHIBITS

<b>Exhibit Number</b>	<b>Exhibit Type</b>	<b>Applies To</b>	<b>Effective Date</b>
1	Schedule of Initial Premium Rates	All Covered Individuals	January 1, 2024
2	Schedule of Benefits	All Covered Individuals	January 1, 2024
3	List of Policyholder Subsidiaries, Affiliates, Divisions, Branches And Other Similar Entities	All Covered Individuals	January 1, 2024

**EXHIBIT 1: SCHEDULE OF INITIAL PREMIUM RATES**

The initial February 1, 2024 premium rates for the insurance provided by this policy are as follows:

\$0.560 per \$100 of Covered Payroll

**Rate Guarantee Period**

Subject to the Right to Change Premium Rates provision, these premium rates will be in effect from January 1, 2024 to December 31, 2024.

## EXHIBIT 2: SCHEDULE OF BENEFITS

**Eligible Class(es):** include the following class(es):

**Class 1:**

- All the policyholder's employees working in Colorado, who meet the minimum eligibility requirements under the Act, whether minimum eligibility was initially met with the policyholder or from a prior employer.

**Duration of Paid Leave**

The maximum number of weeks for which a Covered Individual may take paid family and medical leave and for which family and medical leave insurance benefits are payable for any purpose, or purposes in aggregate, in an Application year is 12 weeks; except that benefits are payable up to an additional four weeks to a Covered Individual with a serious health condition related to pregnancy complications or childbirth complications.

Refer to the section PAID LEAVE BENEFITS for additional information.

**Waiting Period: None**

**Benefit Amount**

Refer to the section PAID LEAVE BENEFITS for additional information.

**Weekly Benefit:** An amount the total of:

- **90%** of the portion of a Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage; and
- **50%** of the portion of a Covered Individual's Average Weekly Wage that exceeds 50% of the State Average Weekly Wage.

**Maximum Weekly Benefit Amount:**

The maximum weekly benefit is 90 percent of the state average weekly wage, except that for paid family and medical leave beginning before January 1, 2025, the maximum weekly benefit is 1,100 dollars.

The Weekly Benefit Amount will be based on the state average weekly wage (SAWW) in effect at the time a Claim initiates. The Weekly Benefit Amount will change based on SAWW updates for a Claim in effect prior to the SAWW change. If some other circumstance triggers a recalculation of the Weekly Benefit amount, the recalculation will take into consideration the SAWW effect at that time for the dates of the Approved Leave. If the SAWW changes during the course of an Application Year, the Weekly Benefit Amount will be calculated using the updated SAWW for a Claim initiating on and after the effective date of the SAWW change.

**EXHIBIT 3: LIST OF POLICYHOLDER SUBSIDIARIES, AFFILIATES, DIVISIONS, BRANCHES AND OTHER SIMILAR ENTITIES**

The subsidiaries, affiliates, divisions, branches and other similar entities listed below are included for insurance under this policy as of the effective dates shown below. The policyholder acts for all listed subsidiaries, affiliates, divisions, branches and other similar entities in all matters of this policy. Such actions bind all listed subsidiaries, affiliates, divisions, branches and other similar entities.

Life Insurance Company of North America and the policyholder may, from time to time, agree to change this list. If change is needed, a policy amendment will be issued and attached to this policy to reflect the change to this Exhibit.

**Name/Address of Subsidiary, Affiliate, Division,  
Branch and Other Similar Entity**

**Effective Date**

None