



Life Insurance Company of North America

1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

POLICYHOLDER Roku, Inc.
POLICY NUMBER CTP-800510 (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 CONNECTICUT PAID FAMILY AND MEDICAL LEAVE (PFML) BENEFITS

This policy is intended to cover paid leave benefits that comply with the requirements of sections 31- 49e through 31-49t of the Connecticut General Statutes and the policies promulgated by the Connecticut Paid Family and Medical Leave Insurance Authority ("CT Paid Leave Authority" or "Authority") ("CT Paid Leave Act and Policies" or "PFML Law"). If any policy provisions do not conform to the requirements of the PFML Statute and Regulations, then Life Insurance Company of North America will administer paid benefits consistent with, or in excess to, the PFML Statute and Regulations. The provisions of this Policy must conform to the requirements of the PFML Statute and Regulations. If there are any conflicts between the policy and the PFML Statute and Regulations, the PFML Statute and Regulations will be the controlling requirements, unless the policy provisions are more advantageous to the Covered Individual in which case the policy terms will prevail.

If there are any changes, amendments, or regulatory clarifications to the provisions of the PFML Statute and Regulations, 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 for any reason other than non-payment of premium, We must provide at least 90 days' notice to the Policyholder and the CT Paid Leave Authority prior to terminating this Policy. If We terminate for non-payment of premium, notice must be provided to the Policyholder and the CT Paid Leave Authority no greater than 3 business days following termination, unless this Policy is reinstated prior to that date. If We elect to non-renew this Policy, We must provide at least 120 days' notice to the Policyholder and to the CT Paid Leave Authority prior to non-renewing this Policy.

POLICY SITUS

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

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

IMPORTANT NOTICE(S):

Termination of this Policy

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). If Life Insurance Company of North America elects to terminate this Policy for any reason other than non-payment of premium, We must provide at least 90 days' notice to the Policyholder and the CT Paid Leave Authority prior to terminating this Policy. If We terminate for non-payment of premium, notice must be provided to the Policyholder and the CT Paid Leave Authority no greater than 3 business days following termination, unless this Policy is reinstated prior to that date. If We elect to non-renew this Policy, We must provide at least 120 days' notice to the Policyholder and to the CT Paid Leave Authority prior to non-renewing this Policy.

If this Policy is terminated during the term of a CT Paid Leave Authority approved exemption period and the Policyholder does not obtain approval from the CT Paid Leave Authority to provide private plan coverage from another source (either your own self- insured private plan or another carrier's fully insured private plan), the Policyholder (a) may be required to remit contributions for your entire payroll retroactive to the later of either January 1, 2021 or the start date of your approved exemption; (b) may be required to repay to the CT Paid Leave Trust Fund ("Trust Fund") the cost of total amount of benefits paid to Covered Individuals who received benefits from the Trust Fund; and (c) may be subject to additional interest and penalties established by the CT Paid Leave Authority for not maintaining a private plan.

A Covered Individual covered under this Policy shall retain all rights under Connecticut General Statutes sections 31-51kk to 31-51qq, inclusive.

Maximum Contribution Rate

If the Policyholder requires contributions toward premiums from Covered Individual's, this amount cannot exceed the maximum employee contribution percentage nor the Social Security contribution and benefit base as described in the CT Paid Leave Act and policies. This maximum contribution amount is subject to an annual adjustment by the CT Paid Leave Authority as specified in C.G.S. §31-49g(b). The amount of wages withheld or diverted from Covered Individual's for contributions shall not be increased, except on an anniversary of the effective date of private plan or within thirty days after the Authority adjusts the contribution rate.

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CERTAIN RESPONSIBILITY 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.

Private Plan Exemption Filing

It is the Policyholder's responsibility to file a CT Paid Leave Authority's application and any supporting documentation with the CT Paid Leave Authority to obtain approval of their private plan exemption.

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 and payment history.

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 the Covered Individual has not been employed by the Policyholder for more than one year at the time the Covered Individual submits a claim under this Policy, this Wage information must include the Covered Individual's Wages from all prior employers for whom the Covered Individual was employed during the first four of the last five calendar quarters.

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 require the Covered Individual to give Us authorization to obtain this information from the CT Paid Leave Authority.

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 3 years after this Policy terminates.

If applicable, the Policyholder must furnish this information to Life Insurance Company of North America within 15 days of such request. The Policyholder may also be required to furnish these records to the CT Paid Leave Authority upon their request.

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 CT Paid Leave Act and policies.

PREMIUM RATE(S)

Calculation of Premium

Life Insurance Company of North America calculates premium consistent with the requirements of C.G.S. §31-49g(b).

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. 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 end at the end of the last day of the grace period. 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 31-day advance notice under the PFML Law that, if the Premium is not paid by the Premium Due Date or during the Grace Period, this Policy will terminate automatically on the last day of the Grace Period. 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 We terminate for non-payment of premium, notice must be provided to the Policyholder and the CT Paid Leave Authority no greater than 3 business days following termination, unless this Policy is reinstated prior to that date. If the Policy terminates for non-payment of premium, the Policyholder is responsible for providing advance notice to Covered Individual's and the CT Paid Leave Authority and may be subject to additional payments, interest or penalties for not maintaining a private plan, as described in the TERMINATION OF THIS POLICY provision found in the IMPORTANT NOTICES section. 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.

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.

Policy Changes

This Policy may be changed in whole or in part via an Amendment to the Policy. To be valid, an Amendment must be in writing, signed by an officer, and attached to this Policy. If the policy is amended for reasons other than required changes due CT Paid Leave Act and policies, Life Insurance Company of North America will send the Policyholder all proposed material Amendments at least 30 days prior to the proposed effective date of the Amendment. When required by the CT Paid Leave Act, a new employee vote and new request for approval from the CT Paid Leave Authority will be required.

No other person, including any agent, has authority to change or waive any part of this Policy.

If a Policy Amendment is not consistent with the CT PFML Law when the Policy has been submitted as part of an application for a private plan exemption, the CT Paid Leave Authority may withdraw the approval of your private plan exemption. If an exemption is withdrawn, the Policyholder may be required to remit Contributions for your entire payroll retroactive to the start date of the Employer's or Covered Business Entity's approved exemption and you may be required to repay to Trust Fund the cost of total amount of benefits paid to Covered Individuals who received benefits from the Trust Fund. The Policyholder may also be subject to additional interest and penalties established by the CT Paid Leave Authority for not maintaining a private plan.

Incontestability: Statements Made by the Policyholder

Any statement made by the Policyholder to obtain insurance is a representation and not a warranty. The validity of this Policy shall not be disputed after the Policy has been in effect for two years from the Policy Effective Date, except:

1. in situations when Premium has not been paid; or
2. for fraudulent misrepresentations made with actual intent to deceive or willfully withholding a material fact in order to obtain coverage.

Disputing the validity of this Policy shall be prohibited if statements made by the applicant in applying for this Policy are not material to the risk accepted and do not appear in a written application made a part of the Policy and signed by the person making the statement.

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.

GENERAL PROVISIONS (Continued)

Misstatement of Facts

If a Covered Individual's 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.

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.

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.

ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE ON COVERED INDIVIDUALS

Eligible Class(es)

An Eligible Person who meets the eligibility requirements of the CT PFML law is defined under this policy as stated in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

Coverage Effective Date

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

An Eligible Person 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 Eligible Person Takes Effect

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 eligible for such coverage under the CT PFML Law and the terms of this Policy.

Date Insurance for an Eligible Person Ends

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

1. the date this Policy terminates;
2. the date the Covered Individual no longer meets the eligibility requirements defined under this policy;
3. the date the Covered Individual is no longer eligible for CT PFML coverage pursuant to the CT PFML Law and terms of this Policy; or
4. the end of the period for which Premium has been paid for the Covered Individual.

We will provide coverage for a payable claim that occurs while the Covered Individual is covered under this Policy.

Covered Individuals that have been separated from an employer for less than 12 weeks shall file claims for benefits as follows:

1. If the Covered Individual remains unemployed or otherwise not covered by another CT paid leave program on the date that a requested leave begins, the Covered Individual may submit a claim for benefits with their former Employer.
2. If an individual submitting a claim for benefits identifies themselves as a former employee, the Employer, or Carrier may inquire as to whether the individual has obtained Connecticut paid leave coverage with another employer or is receiving unemployment insurance benefits. An affirmative answer to any of these questions may be grounds for denial of a claim.

Contributions

The Premium for this Policy may be funded by Contributions from Covered Individuals and the Policyholder, in accordance with the CT PFML Law. See the PREMIUMS RATE(S) section for details on the Premium rate, Contribution limits, and payment of Premium. If Covered Individual contributes to the cost of the coverage, the Employee portion of the Contribution will not exceed the maximum rate allowed under the CT PFML Law.

PAID FAMILY AND MEDICAL LEAVE BENEFITS

Benefit Duration

If a Covered Individual is eligible for CT PFML Benefits, the Covered Individual is entitled to up to 12 days in a 12-month period for Family Violence Leave and up to 12 weeks in a 12-month period for all other leave types covered under the PFML Law. If the Covered Individual is experiencing a serious health condition resulting in incapacitation that occurs during a pregnancy, the Covered Individual may qualify for an additional 2 weeks of paid leave benefits under the PFML Law.

A Covered Individual shall not receive benefits under the policy concurrently with Unemployment, Workers Compensation, or any other federal or state program that provides wage replacement.

Work Week Calculation

Life Insurance Company of North America will calculate the Covered Individual's work week in accordance with the section 31-51qq-16 of the Regulations of State Agencies, as may be amended from time to time by the Connecticut Department of Labor.

When Benefit Payments May Begin

The following leave reasons are covered under the PFML law:

- Birth, adoption, or placement of child for foster care
- Serious Health Condition of Employee
- Care for Family Member's Serious Health Condition
- Employee serving as organ or bone marrow donor
- Qualified exigency tied to family member's active-duty military service
- Military caregiver leave
- Family violence suffered by employee

Leave means absence from work for one or more of the reasons noted above. The three types of leave, as used in this policy, are as follows:

- (A) Block Leave - A continuous absence for a single qualifying reason;
- (B) Reduced Schedule Leave - A leave schedule that changes the Covered Employee's normal work schedule for a period of time by reducing the Covered Employee's usual number of working hours per workweek or hours per workday;
- (C) Intermittent Leave - Leave taken in separate blocks of time due to single qualifying reason.

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.

A Covered Individual's Benefit Amount

We will calculate benefits under the policy consistent with the PFML Law – see EXHIBIT 2 for additional detail. The Employer will be required to submit all wage information needed to calculate the Covered Individual's benefit amount.

We will consider the wages received during the Covered Individual's Base Period to determine the calculation. If an individual has not worked in Connecticut for enough quarters to have a complete Base Period, We will utilize the wage information available for our calculation.

PAID FAMILY AND MEDICAL LEAVE BENEFITS (Continued)

Calculation of Paid Leave Compensation – Pro-rated Leave

Paid leave compensation is paid on a calendar week basis. If leave of less than one calendar week is taken, compensation shall be pro-rated.

We will calculate the amount of compensation as follows:

- (A) Determine the compensation for a full week of leave;
- (B) Determine the portion of the week during which leave was taken (the hours on approved leave divided by the hours in Regular Work Schedule);
- (C) Multiply (A) by (B). The result is the compensation available for paid leave.

Benefits may be reduced for other benefits received for the period of time that the Covered Employee was on leave, if would result in the Covered Employee receiving greater than their Regular Rate of Compensation, per Conn. Gen. Stat. §31-49g.

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. Except in the case of self-employed individuals or sole proprietors who are both employee and employer, benefits are not allowed to be paid to the Policyholder.

Changes in the Minimum Fair Wage

When there is a change in the Connecticut Minimum Fair Wage, it shall not impact the calculation of paid leave benefits for any paid leave that began prior to the effective date of the change in the Minimum Fair Wage. The calculation shall utilize the Minimum Fair Wage that is in effect as of the first day of benefits for that paid leave.

If the Covered Individual has Other Income While on Leave

Covered Individuals may receive other income for the same period of time that they are receiving paid leave compensation. However, total compensation received by the Covered Individual under the policy and other Employer-provided benefits cannot exceed the Covered Individual's regular rate of compensation. In order to avoid a Covered Individual receiving greater than 100% of their regular rate of compensation, the Weekly Benefit Amount may be reduced by the amount of wages or wage replacement that a Covered Individual receives for that period from the Employer.

Multiple Jobs

If the Covered Individual is in concurrent employment with both the Policyholder and another Connecticut employer who provides CT PFML coverage under a private plan at the time the Covered Individual submits a claim under this Policy, this Policy and the concurrent employer's private plan will share the payment of the CT PFML benefit payable. Each plan will pay a proportionate share of the total benefit calculated using all of the Covered Individual's Wages.

PAID FAMILY AND MEDICAL LEAVE BENEFITS (Continued)

Employer Provided Sick or Other Paid Leave Time

If an employer requires a Covered Individual to use sick time, other accrued paid leave or other paid time off during a requested leave under the PFML law:

- The Covered Individual must be able to retain no less than two weeks of such time.
- The Employer should indicate whether such time (other than the two weeks) must be exhausted prior to the Covered Individual initiating a paid leave claim under the policy or whether it is paid concurrently with the paid leave claim.
- If the accrued time must be exhausted prior to initiating a claim, then such payments shall not reduce the maximum amount of income-replacement benefits the Covered Individual may receive under the policy.
- If the accrued time is used concurrently with and supplements paid leave under the policy, the income replacement benefits under the policy may reduce the Covered Individual's maximum allotment of incomereplacement benefits in a 12-month period.

Exclusions

A Covered Individual shall not receive benefits under the policy concurrently with Unemployment, Workers Compensation, or any other federal or state program that provides wage replacement.

Payment of Claims

Within 5 calendar days after We receive satisfactory proof of loss from a Covered Individual, We will notify the Covered Individual of our claim decision. We will provide simultaneous notice to the Employer, if applicable, if We approve a Covered Individual's claim for CT PFML Benefits. This notice will include the reason for the approved leave, the duration of the approved leave, the expiration of the approved leave, and for Intermittent Leave and Reduced Leaves, the frequency and duration of the leave benefits.

Life Insurance Company of North America will pay any CT PFML Benefits due within 15 calendar days after approving the claim. If our claim determination occurs more than 14 calendar days before the onset of eligibility, We will begin payment of CT PFML Benefits as soon as the Covered Individual is eligible for benefits. CT PFML Benefits will be paid not less frequently than weekly for each period as we become liable.

Life Insurance Company of North America will pay benefits to the Covered Individual, if living. Benefit payments that become due, or if any amount for which we are liable remains unpaid after the Covered Individual's death, will be made to the Covered Individual's estate.

For each period of leave, a Covered Individual who has been approved for CT PFML Benefits must comply with the Employer's established attendance and call-in procedures applicable to the Covered Individual's position with the Employer.

PAID FAMILY AND MEDICAL LEAVE BENEFITS (Continued)

When the Covered Individual's Benefit Payments End

Benefits payments end when:

- The Covered Individual is no longer eligible for family or medical leave.
- The Covered Individual no longer meets the requirements to be eligible for a qualifying leave.
- The Covered Individual has completed the maximum allowable duration of leave.

Termination of this policy will have no impact on eligibility for benefits under any approved leaves that began while the policy was in force, including any approved extensions for the same leave, regardless of whether the policy was in force at time of extension.

Following termination of the policy, benefits may terminate if:

- A new medical certification is required due to the expiration of the previously submitted certification; or
- 12 months have passed from the date paid leave benefits were initially provided for that leave.

Recurrence of a family and medical leave

Successive periods of family and medical leave caused by the same or related injury or sickness are deemed a single period of family and medical leave only if separated by less than three months.

CLAIM PROVISIONS

Filing a Claim

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

For Notice of Leave

1. A Covered Individual must give notice to the Policyholder at least 30 days prior to the anticipated date of benefits for any requests other than as a result of Family Violence. Notice must be provided as soon as practicable if a delay is beyond the Covered Individual's control. Such notice must be given prior to submitting a claim to Us. We will not accept a claim unless notice was given to the Employer first.
2. A Covered Individual must give notice to the Policyholder at least 7 days prior to the anticipated date of benefits for requests for leave as a result of Family Violence. If the request is not foreseeable, notice shall be provided as soon as practicable.
3. If a Covered Individual does not comply with the notice requirements above or follow the Policyholder's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, protected leave and the claim may be delayed or denied by Life Insurance Company of North America.

For Proof of claim

Claim forms and other information needed to provide written proof of the Covered Individual's claim for CT PFML Benefits should be filed within 30 calendar days after the start of the leave. If a claim is filed more than 30 calendar days after the start of leave, the Covered Individual may receive reduced benefits. This 30 calendar day limit may be extended if the Covered Individual shows Good Cause for the delay in accordance with CT PFML exemptions due to a Serious Health Condition of the Covered Individual that prevented the Covered Individual from providing the required certification within the 30 calendar days or due to other reasons beyond the Covered Individual's control.

"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:

- (1) Whether the requestor received timely and adequate notice of the need to act;
- (2) Administrative error by Us or our representatives;
- (3) Factors outside the control of the requestor which prevented a timely action;
- (4) The requestor's physical or mental impairment, particularly if the impairment is related to the request for paid leave;
- (5) Whether the requestor acted diligently in submitting the request once the reason for the late request no longer existed;
- (6) The total length of time that the action was untimely;
- (7) Whether the delay affects the ability for Us to determine the validity of the request for Paid Leave Compensation; and
- (8) Good faith error, provided that in determining whether good faith error constitutes good cause. We will consider any prior history of late filing due to such error, whether the request is excessively late, and whether the requestor otherwise acted with due diligence.

Covered Individuals should send the notice of leave and proof of claim forms to the Employer and to Us. The Covered Individual 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 or online at 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.

CLAIM PROVISIONS (Continued)

The Covered Individual's proof of claim must include the following written consent, certifications and documentation requests, provided at the Covered Individual's expense within the proof of claim timeframes:

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 the Continuing Treatment by a Health Care Provider, as well as the name and address of the Health Care Provider;
4. Written consent from the Covered Individual for Us to share information we have or may reasonably require with the Policyholder, the CT PFML Authority, and, if applicable, with the Health Care Provider in order to process and evaluate the claim;
5. For Medical Leave Benefits for a Serious Health Condition: A certification from a Health Care Provider that includes:
 - A summary of the appropriate medical facts within the knowledge of the Health Care Provider and a statement that the Covered Individual has a Serious Health Condition;
 - The date on which the Serious Health Condition commenced;
 - The probable duration of the Serious Health Condition;
 - A certification that the Covered Individual is unable to perform one or more of the essential functions of the Covered Individual's job with the Employer due to the Serious Health Condition; and
 - Information regarding the need for Intermittent Leave or Reduced Leave, including a statement that such leave or schedule is medically necessary where the claim for benefits is for leave on an Intermittent Leave or Reduced Leave schedule.
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 confirming the relationship between the Covered Individual and the Family Member;
 - The name and address of the Family Member;
 - 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;
 - The probable duration of the Family Member's Serious Health Condition;
 - Information from the Covered Individual that proves to our satisfaction the identity of the Family Member
 - 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.
7. For Family Leave Benefits for the Birth of a Child:
 - The Child's birth certificate; or
 - A statement from the Child's Health Care Provider stating the Child's birth date; or
 - A statement from the Health Care Provider of the person who gave birth stating the Child's birth date.

In the case of multiple births, no more than 12 weeks of leave benefits total are available in a benefit year.

8. For Family Leave Benefits for Placement of a Child for Adoption or Foster Care:
 - A certification from the Child's Health Care Provider or from an Adoption or Foster Care agency involved in the placement or the department of children and families that confirms the placement and the date of placement; and
 - Written notice from the Covered Individual of any change of status as an adoptive or foster parent while an application for benefits is pending or while the Covered Individual is receiving benefits. In this instance, the Covered Individual, within five business days of such change in status, is required to provide Us with Written notice of the change. Documentation of Foster Care Placed (i.e., court or DCF documents, foster care documentation, documentation of pre-placement activities, if applicable).

CLAIM PROVISIONS (Continued)

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 Family Leave Benefits to Care for a Family Member who is a Covered Service Member: A certification from the Covered Service Member's Health Care Provider that includes:
 - A summary of the appropriate medical facts within the knowledge of the Health Care Provider and a statement that the Covered Service Member has a Serious Health Condition;
 - The date on which the Covered Service Member's Serious Health Condition commenced;
 - The probable duration of the Serious Health Condition;
 - A statement that the Covered Individual is needed to care for the Covered Service Member;
 - An estimate of the amount of time the Covered Individual will be needed to care for the Covered Service Member;
 - An attestation by the Covered Service Member's Health Care Provider and the Covered Individual that the Serious Health Condition is connected to the Covered Service Member's military service;
 - A statement of the family relationship between the Covered Service Member and the Covered Individual;
 - Information from the Covered Individual that proves to our satisfaction the identity of the Family Member; and
 - Name and address of the Family Member being cared for.
11. For Family Leave Benefits as a result of Family Violence:
 - A completed Family Violence Statement; and
 - Either a policy or court record related to the family violence or a signed written statement that the Covered Individual is a victim of family violence.

The following rules apply to requests for intermittent and reduced leaves:

- For leave to bond with a Child during the first twelve months after the Child's birth, Adoption, or Foster Care placement, income replacement compensation may be provided on an Intermittent or Reduced Leave schedule only if the Employer and the Covered Individual mutually agree. In the absence of explicit direction from the Employer, We may assume that there is such an agreement upon receipt of the claim request from the Employee. We may validate that agreement has been reached with the Employer as a condition of paying benefits.
- For leave to care for a Family Member's Serious Health Condition or to care for a Family Member who is a Covered Service Member, income replacement compensation may be provided on an Intermittent or Reduced leave schedule. The Covered Individual must submit a health care provider certification that the intermittent leave or reduced leave is medically necessary.
- For leave due to a Qualifying Exigency arising out of a Family Member's active duty or impending call to active duty in the Armed Forces, CT PFML benefits may be provided on an Intermittent or Reduced Leave schedule.
- For leave due to the Covered Individual's own Serious Health Condition, including acting as an organ/bone marrow donor, income replacement compensation may be provided on an Intermittent or Reduced Leave schedule. The Covered Individual must submit a health care provider certification that the intermittent leave or reduced leave is medically necessary.

CLAIM PROVISIONS (Continued)

Leave for Substance Abuse Disorder

A substance abuse disorder may be a serious health condition. Family or medical leave may only be taken for treatment for substance abuse disorder by a health care provider, by a provider of health care services on referral by a health care provider, or by program licensed or approved by the Connecticut Department of Public Health. An absence because of the Covered Individual's use of the substance, rather than for treatment, does not qualify for leave.

Written Proof of Loss

We will evaluate a Covered Individual's written proof of claim to determine if a Covered Individual has provided satisfactory proof of loss and to determine the amount of any benefits that may be payable. If a Covered Individual fails to provide the required certification or other documentation or information sufficient to support a claim for benefits, such claim will be denied.

Incontestability

A Covered Individual must attest to the truth of all statements and submissions made to Us for a claim for CT PFML Benefits, including an amendment or extension of a claim. Any statement that the Covered Individual makes to obtain coverage will be deemed a representation and not a warranty.

Disputing the validity of the Covered Individual's coverage shall be prohibited if statements made by the Covered Individual are not material to the risk accepted and are not in writing and signed by the Covered Individual. However, We have the right at any time to assert as a defense to a claim that the Covered Individual was not eligible to become covered because the Covered Individual did not meet the eligibility requirements for this coverage under this Policy or the CT PFML Law.

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 claim for CT PFML benefits, provide Us with all relevant information or records We may request to evaluate the Covered Individual's claim. This information or records may include, but is not limited to, the following:

- a. 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;
- b. Wage history for the Benefit Year;
- c. Whether the Covered Individual will receive any paid or unpaid leave benefits from the Employer during the requested leave period, including Accrued Paid Leave or other temporary disability or paid family or medical leave payments;
- d. Whether the Employer has approved or intends to approve the request for leave under the CT FMLA or any other policy allowing for paid or unpaid leave;
- e. Whether the Covered Individual will be receiving any other wage replacement benefits; and
- f. 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.

CLAIM PROVISIONS (Continued)

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 CT Paid Leave Act and policies. This includes, but is not limited to, records of the duration of approved leaves taken by their employees during the prior 12 months.

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. Decisions by the claims review fiduciary shall be complete, final and binding on all parties, subject to the APPEALS PROCEDURES section of this Policy and the CT PFML Law.

Extensions of Initially Approved Leaves

Following an approval of a claim for CT PFML Benefits under this Policy, if there is a change in relevant circumstances that would justify an extension of the period of leave, both the Policyholder and the Covered Individual have an affirmative obligation to notify Us within 7 calendar days of said change. The 7 calendar day limit may be extended if the Covered Individual can show good cause for the delay.

The request for an extension must include the following information:

1. The reason for the extension;
2. The requested duration of the extended leave;
3. The date on which the Covered Individual provided notice of the request for the leave extension; and
4. A newly completed or updated health care certification or documentation to support the request for leave.

We will notify you of a Covered Individual's request for an extension not more than 5 business days following receipt of a completed request. Within 10 business days from the date, We provide notice of the Covered Individual's request for an extension of leave, the Policyholder must provide Us with all requested relevant information or records.

Recovery of Overpayments

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

1. Fraud;
2. An error, we make in processing the Covered Individual's claim;
3. Payment, we made that should have been made under another plan; or
4. The Covered Individual's receipt of Other Income Benefits for periods during which the Covered Individual has already received CT PFML Benefits under this Policy.

We have the right to obtain any information relating to sources of Other Income Benefits. 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 CT PFML Benefit accordingly. If We determine that We overpaid the Covered Individual's claim, then We will 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.

CLAIM PROVISIONS (Continued)

Claim Denials

If a claim is denied, We will provide the employee the following information:

1. The specific reason for the denial;
2. The specific law or section of the policy that caused the denial;
3. What documentation was relied on for the denial;
4. What documentation can be provided, if any, to reconsider the denial; and
5. Reference to the reconsideration and appeal processes and timeframes.

Reconsideration of an Adverse Benefit Determination

The Covered Individual may request for reconsideration to Us any adverse benefit decision We may make on all or part of the Covered Individual's claim. This request for reconsideration must be in writing and must be received by Us within 10 calendar days of the Covered Individual's date of decision. Failure to request a reconsideration within that timeframe shall render the initial decision final, unless the Covered Individual can show good cause for the delay. The request for reconsideration shall include thereasons why the initial decision was incorrect, along with supporting evidence. Upon receipt of the reconsideration, We shall conduct a review and shall provide the result of the reconsideration to the Covered Individual within 15 business days.

Appeal Request

Upon completion of the Reconsideration process with Us, the Covered Individual may appeal to the Connecticut Department of Labor any adverse benefit decision Life Insurance Company of North America may make on all or part of the Covered Individual's claim. This appeal must be in writing and must befiled with the Connecticut Department of Labor within 21 days of the final decision. Failure to file a complaint within that timeframe my forfeit a right to an appeal, unless the Covered Individual can show good cause for the delay. We will advise the Covered Individual on how to contact the Connecticut Department of Labor.

DEFINITIONS

Armed Services means the United States Army, Navy, Marine Corps, Coast Guard and Air Force or any reserve component thereof, including the Connecticut National Guard performing federal military duty as provided in Title 32 of the United States Code.

Base Period means the first four of the five most recently completed quarters.

Block Leave is a continuous absence for a single qualifying reason.

Bonding Leave means leave taken by an employee in order to:

- Bond with a newborn child;
- Process the adoption of a child or bond with a newly adopted child; or
- Process the placement of a foster child or bond with a newly placed foster child.

Base Weekly Earnings means an amount equal to one twenty-sixth, rounded to the next lower dollar, of a covered employee's total wages, as defined in subsection (b) of section 31-222 and self-employment income, as defined in 26 USC 1402(b), as amended from time to time, earned during the two quarters of the covered employee's base period in which such earnings were highest, provided self-employment income shall be included only if the recipient has enrolled in the program pursuant to section 31-49m.

Calendar quarter means each of the following three-month periods:

- (1) January 1 through March 31
- (2) April 1 through June 30
- (3) July 1 through Sept 30
- (4) October 1 through December 31.

Calendar week means the seven-day period beginning at 12:00am Sunday and ending at 11:59pm on Saturday.

Caregiver Leave means leave taken by an employee who is needed to care for a Family Member who has a Serious Health Condition.

Child, Son or Daughter means a biological, adopted or foster child, stepchild, a legal ward, or child of a person standing "*in loco parentis*," of any age.

Continuing Treatment has the same meaning as defined in §31-51qq-1 of the Regulations of Connecticut State Agencies.

Covered Individual means a person who has earned not less than two thousand three hundred twenty-five dollars in subject earnings during the employee's highest earning quarter within the base period and (a) is presently employed by an employer, (b) has been employed by an employer in the previous twelve weeks, or (c) is a self-employed individual or sole proprietor and Connecticut resident who has enrolled in the program pursuant to section 31-49m.

Covered Service Member means a current member of the Armed Services. For purposes of Military Caregiver Leave, Covered Service Member does not include veterans.

Days

- (1) "Days" as used in these policy means calendar days, unless otherwise noted.
- (2) "Business days" shall mean Monday, Tuesday, Wednesday, Thursday, and Friday, excluding any Connecticut state holidays.

Employ means to allow or permit to work.

DEFINITIONS (Continued)

Employer-provided Employment Benefits, as used in Conn. Gen. Stat. §31-49g(h), means wage replacement benefits held, provided or administered by the employer which are intended to compensate the Covered Individual for the period of time in which they are on leave. Examples include sick pay, paid time off, vacation pay, disability policies held by the employer, personal leave.

(1) Benefits received from the employer as compensation due to termination of employment (e.g., severance or retirement benefits) shall be treated as Employer-provided Employment Benefits if they are received for the period of time that Paid Leave Compensation is received by the Covered Employee.

(2) Regardless of when actually paid, Employer-Provided Employment Benefits shall be considered to be received concurrently with Paid Leave Compensation if they are intended to replace income for the same period of time that Paid Leave Compensation is paid or payable.

(3) The following shall not be considered to be Employer-provided Employment Benefits:

- (A) Individual insurance policies in which the Covered Employee is the Policyholder;
- (B) Wages provided for services performed outside of the period of time of the leave;
- (C) Payments made under Employer-provided Medical Insurance, Life Insurance, Critical Illness, Accident, or other insurance, unless those payments are related to lost income;
- (D) Legal awards or settlements that include payments for lost wages unless such payments are from the Employer.

Family Member means a child, spouse, sibling, son or daughter, grandparent, grandchild, parent, or an individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships.

Family Violence (also referred to as Domestic Violence) means a pattern of coercive behavior, including acts or threatened acts, that is used by a perpetrator to gain power and control over a current or former spouse, family member, current or former intimate partner, person with whom the perpetrator shares a child in common, or persons presently residing or have resided together.

Family or domestic violence includes, but is not limited to: physical violence, injury, or intimidation, sexual violence or abuse, emotional and/or psychological intimidation, harassment, stalking or economic abuse and control.

Family Violence Leave means leave taken by an employee who is a victim of family violence who needs to take time off from work for the following reasons:

- To seek medical care or psychological or other counseling for physical or psychological injury or disability;
- To obtain services from a victim services organization;
- To relocate due to such family violence; or
- To participate in any civil or criminal proceeding related to or resulting from family violence.

Grandchild means a grandchild related to a person by (a) blood, (b) marriage, (c) adoption by a child of the grandparent, or (d) foster care by a child of the grandparent.

Grandparent means a grandparent related to a person by (a) blood, (b) marriage, (c) adoption of a minor child by a child of the grandparent, or (d) foster care by a child of the grandparent;

DEFINITIONS (Continued)

Health Care Provider means:

- A Doctor of Medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices,
- A podiatrist, dentist, psychologist, or optometrist authorized to practice in the state and performing within the scope of his or her practice;
- A chiropractor authorized to practice in the state and performing within the scope of his or her practice;
- A nurse practitioner, nurse-midwife, clinical social worker, or physician assistant authorized to practice in the state and performing within the scope of his or her practice;
- A Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts;
- Any health care provider from whom the employer or the employer's group health plan's benefits manager will accept a medical certification to substantiate a claim for benefits;
- A health care provider who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country; or
- Such other health care provider as the Labor Commissioner determines, performing within the scope of the authorized practice.

Health Care Provider for Military Caregiver Leave means:

- A Health Care Provider as defined above;
- A Department of Defense (DOD) health care provider;
- A Veterans Affairs (VA) health care provider;
- A DOD TRICARE network authorized private health care provider; or
- A DOD non-network TRICARE authorized private health care provider

NOTE: *TRICARE is the DOD's military health system and includes network and non-network health care providers.*

In loco parentis means in "in the place of the parent."

An individual stands *in loco parentis* to a child if he or she has day-to-day responsibilities to care for or financially support the child and the individual intends to take on the role of a parent to that child or the person in the place of a parent who had such responsibility for the individual when the individual was a child.

The person standing *in loco parentis* is not required to have a biological or legal relationship with the child.

Incapacity means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment of the serious health condition, or recovery from the serious health condition.

Individual related to the employee by blood or affinity whose close association the employee shows to be the equivalent of those family relationships means any person with whom the employee has a significant personal bond that is or is like one of the specific family relationships listed in the statute (i.e. parent, spouse, child, sibling, grandparent or grandchild), regardless of biological or legal relationship.

This determination is necessarily situation specific and governed by the circumstances of the individuals involved.

DEFINITIONS (Continued)

Examples of such relationships include, but are not limited to:

- A friend of the family in whose home the employee lived while she was in high school and whom the employee therefore considers to be family despite the lack of a biological or legal relationship;
- An elderly neighbor to whom the employee has provided unpaid caregiving assistance and whom the employee considers to be like a grandfather to her;
- An aunt or uncle who relies on the employee for unpaid care and has maintained a strong and enduring relationship with the employee as typically seen between individuals and their parents, grandparents, or siblings;
- A child of an employee's former partner who lived with the employee for several years and maintains a parent-like relationship with the employee;
- An unmarried, significant other of the employee with whom the employee maintains a familial, spouse-like relationship, despite their lack of legal relationship to each other; or
- A person with whom the employee lived for several years, sharing financial responsibilities of the household and one another's common welfare, and whom the employee considers to be family, despite not sharing a romantic, legal, or blood relationship.

Intermittent Leave is leave in separate, non-consecutive time periods rather than a single span of time for a single qualifying reason.

Needed to Care For means the employee is providing (or will provide) physical or psychological care or psychological comfort and reassurance.

Next of Kin (for Military Caregiver Leave) means the service member's nearest blood relative, other than the covered service member's spouse, parent, son or daughter, in the following order of priority:

- A blood relative or any other individual whose close association with the employee is the equivalent of a family member who the covered service member has specifically designated in writing as his or her nearest blood relative for purposes of military caregiver leave,
- Blood relatives who have been granted legal custody of the service member by court decree or statutory provisions,
- Brothers and sisters,
- Grandparents,
- Aunts and uncles, and
- First cousins.

Paid Leave Allowance means the total number of weeks of leave for which a Covered Employee may receive Paid Leave Compensation in the twelve-month period, per Conn. Gen. Stat. §31-49g (c)(1).

Paid Leave Compensation means the weekly benefit provided to Covered Employees per Conn. Gen. Stat. §31-49g (c)(2) or by a Private Plan under Conn. Gen. Stat. §31-49o.

Parent means a biological, adopted, or foster parent, stepparent, parent-in-law, person standing in *loco parentis* to a child or a person who has legal guardianship or custody of a child.

Parent-in-law means the parent of the employee's spouse.

DEFINITIONS (Continued)

Qualifying Exigency Leave is determined in accordance with regulations adopted by the United States Secretary of Labor 29 CFR § 825.126 arising out of the fact that a spouse, son, daughter or parent of the employee is on active duty, or has been notified of an impending call or order to active duty in the Armed Services that involves deployment to a foreign country, and includes leave for one or more of the following activities:

Activity	Description
Short notice deployment	To address any issue that arises from a covered service member being notified of an impending call or order to active duty, 7 or less calendar days prior to date of deployment. Leave taken for this purpose can be used for a period of 7 calendar days beginning on the date the Covered Service Member is notified of an impending call or order to covered active duty.
Military events and related activities	<ul style="list-style-type: none"> • To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered duty of a Covered Service Member; and/or • To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty of a Covered Service Member.
Childcare and school activities (non-routine)	<p>To arrange for alternative childcare for a child of a Covered Service Member when the covered active duty or call to covered active duty necessitates a change in the existing childcare arrangement;</p> <ul style="list-style-type: none"> • To provide childcare for a child of a Covered Service Member on an urgent, immediate need basis when the need to provide such care is necessitated by the disruption caused by covered active duty or call to covered active duty (but not on a routine, regular, or everyday basis); • To enroll or transfer a Covered Service Member's child in a new school or day care facility when existing arrangements need to be changed due to the covered active duty; and/or • To attend meetings with staff at school or daycare facility when such meetings are necessary due to circumstances arising out of the covered active duty (but not to attend routine meetings/functions). <p>NOTE: The child in question must be the child of the service member, not necessarily the child of the employee.</p>

<p>Parental leave care (non-routine)</p>	<p>To provide care for a Covered Service Member's parent who is incapable of self-care on an urgent, immediate need basis when the need to provide such care arises from the Covered Service Member's active duty or call to active duty (but not on a routine, regular or every day basis).</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> • <i>Arranging for alternative care for a parent;</i> • <i>Providing care on an immediate basis;</i> • <i>Admitting or transferring the parent to a care facility; or</i> • <i>Attending meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent.</i> <p>NOTE: The parent who needs care must be the parent of the Covered Service Member.</p>
<p>Financial and legal arrangements (before, during or afterdeployment)</p>	<ul style="list-style-type: none"> • To act as the Covered Service Member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Service Member is on a covered active duty and for a period of 90 days following termination of the Covered Service Member's covered active duty. • To make or update financial or legal arrangements to address the Covered Service Member's absence while on covered active duty. <p><i>Examples:</i></p> <ul style="list-style-type: none"> • <i>Preparing and executing financial and healthcare powers of attorney.</i> • <i>Transferring bank account signature authority.</i> • <i>Enrolling in Defense Enrollment Eligibility Reporting System (DEERS).</i> • <i>Obtaining military identification cards.</i> • <i>Preparing or updating a will or living trust.</i>

Counseling	<p>To attend counseling arising from the covered active duty or call to active duty of a Covered Service Member. Counseling is for the employee, Covered Service Member and/or the Covered Service Member's child. The counseling must be provided by someone other than a healthcare provider.</p> <p><i>Examples:</i></p> <ul style="list-style-type: none"> • <i>Military Chaplain</i> • <i>Pastor/minister</i> • <i>A non-HCP offered by the military or a military service organization.</i>
Rest and recuperation	<p>To spend time with a Covered Service Member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment.</p> <p>Leave taken for this purpose can be used for a period of 15 calendar days beginning on the date the Covered Service Member commences each instance of Rest and Recuperation leave.</p>
Post-deployment activities	<ul style="list-style-type: none"> • To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Covered Service Member's covered active duty status; and • To address issues that arise from the death of the Covered Service Member while on covered active duty. <p><i>Examples:</i></p> <ul style="list-style-type: none"> • <i>Meeting and recovering the deceased service member.</i> • <i>Making funeral arrangements.</i>
Other activities	<p>Additional activities that arise out of the Covered Service Member's covered active duty provided the employer and employee mutually agree that such leave shall be considered a qualifying exigency and agree to both the timing and duration of such leave.</p>

DEFINITIONS (Continued)

Reduced Schedule Leave means a leave schedule that reduces an employee's usual number of working hours per work week, or hours per workday for a period of time, normally from a full-time schedule to a part-time schedule.

Serious Health Condition means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a Health Care Provider.

- **Treatment** includes examinations to determine if a Serious Health Condition exists and evaluations of the condition.
 - A telemedicine visit with a Health Care Provider will qualify as an in-person visit provided the following criteria are met:
 1. The telemedicine visit includes an examination, evaluation or treatment by a Health Care Provider.
 2. The telemedicine visit is permitted and accepted by state licensing authorities; and

Inpatient care	<ul style="list-style-type: none">• An overnight stay in a hospital, hospice, nursing home, or residential medicalcare facility.• Includes any period of incapacity or any subsequent treatment in connection with such inpatient care.
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<p>Continuing treatment by a Health Care Provider (<i>any one or more of the following</i>)</p>	<p>Incapacity and treatment</p> <p>A period of incapacity of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:</p> <ul style="list-style-type: none"> • Two or more in-person visits to a health care provider or by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider for treatment within 30 days of the first day of incapacity, unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or • At least one in-person visit to a healthcare provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. <p>Pregnancy</p> <p>Any period of incapacity due to pregnancy, including prenatal care.</p> <p>Under the CT Paid Leave Act, two additional weeks are available for incapacity and treatment during pregnancy, including labor and deliver but they are not available for the period of time <i>after</i> delivery.</p> <p>Chronic conditions requiring treatment</p> <p>Any period of incapacity due to or treatment for a chronic Serious Health Condition which:</p> <ul style="list-style-type: none"> • Requires periodic visits for treatment by a health care provider or by a nurse or physician’s assistant under direct supervision of a health care provider at least twice a year; and • Continues over an extended period of time (including recurring episodes of a single underlying condition); and • May cause episodic rather than a continuing period of incapacity. <p><i>Examples: asthma, migraine headaches, diabetes, epilepsy</i></p> <p>Permanent/Long Term Conditions</p> <p>A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a Health Care Provider.</p>
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3. The visit is performed by video conference or equivalent technology.

- Communication methods that do not meet these criteria (e.g., a simple telephone call, letter, email, or text message) are insufficient, by themselves, to satisfy the requirement of an “in- person” visit.
- **A regimen of continuing treatment** includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition.
- It does not include taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a Health Care Provider.

DEFINITIONS (Continued)

<p>A person has a Serious Health Condition if he/she has one or more of the following conditions summarized below:</p>	<p><i>Examples: Alzheimer's disease; terminal states of cancer; severe stroke.</i></p> <p>Multiple treatments (non-chronic conditions)</p> <p>Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive full calendar days if the employee or employee's family member did not receive treatment.</p> <p><i>Examples: chemotherapy; physical therapy</i></p>
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Serious injury or illness for military caregiver leave means a serious injury or illness that was incurred in the line of duty on active duty in the Armed Forces.

Sibling means the biological sibling, half-sibling, stepsibling, adopted sibling, foster sibling, or sibling-in-law of the eligible employee or the eligible employee's spouse.

Son or daughter means a biological, adopted or foster child, stepchild, legal ward, or, in the alternative, a child of a person standing *in loco parentis*, or an individual to whom the employee stood in loco parentis when the individual was a child.

Spouse means a person to whom one is legally married.

Subject earnings means total wages, as defined in subsection (b) of section 31-222 and self-employment income as defined in 26 USC 1402(b), as amended from time to time, that shall not exceed the Social Security contribution and benefit base, as determined pursuant to 42 USC 430, as amended from time to time, provided self-employment income shall be included only if the recipient has enrolled in the program pursuant to section 31-49m.

Work week means the employee's usual or normal schedule (hours/days per week) prior to the start of the family/medical leave.

We, Us and **Our** mean Life Insurance Company of North America.

Weekly Benefit Amount means the amount of wage replacement that will be paid to a Covered Individual on a weekly basis while the Covered Individual is on Family or Medical Leave under the terms of the Policy.

Written or **Writing** means a record which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

Exhibit Number	Exhibit Type	Applies To	Effective Date
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 the 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:

\$0.440 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) of Eligible Persons:

Class 1:

- all the Policyholder's employees providing services in Connecticut, who meet the minimum eligibility requirements under sections 31- 49e through 31-49t of the Connecticut General Statutes and the policies promulgated by the Connecticut Paid Family and Medical Leave Insurance Authority;
- former employees of the Policyholder for not more than 12 weeks after separation or until re-employed, whichever comes first; and

Duration of Paid Leave

If a Covered Individual is eligible for CT PFML Benefits, the Covered Individual is entitled to up to 12 days in a 12-month period for Family Violence Leave and up to 12 weeks in a 12-month period for all other leave types covered under the PFML Law. If the Covered Individual is experiencing a serious health condition resulting in incapacitation that occurs during a pregnancy, the Covered Individual may qualify for an additional 2 weeks of paid leave benefits under the PFML Law.

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:

- **95%** of the portion of a Covered Individual's Average Weekly Wage that is equal to or less than 40 times the minimum fare wage; and
- **60%** of the portion of a Covered Individual's Average Weekly Wage that exceeds the CT minimum wage multiplied by 40.

Maximum Weekly Benefit Amount: The maximum weekly benefit amount for any Covered Individual will be the amount equal to 60 times the Connecticut minimum wage.

EXHIBIT 3: LIST OF the 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
This Old House Productions, LLC	January 1, 2024
This Old House Ventures, LLC	January 1, 2024