



**Life Insurance Company of North America**

1601 Chestnut Street  
Philadelphia, Pennsylvania 19192-2235

**POLICYHOLDER**

**Roku, Inc.**

**POLICY NUMBER**

**MAP-800525** (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 PAID FAMILY AND MEDICAL LEAVE (PFML) BENEFITS**

This policy is intended to cover paid leave benefits that comply with The Massachusetts Department of Family and Medical Leave (DFML) standards. If any policy provisions do not conform to the requirements of the PFML Statute and Regulations, then We 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. Life Insurance Company of North America may non-renew the policy by giving both the Policyholder and the DFML 60 days advance Written notice and may otherwise terminate the policy by giving both the Policyholder and the DFML 30 days advance Written notice.

**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. If the policy is terminated during the term of an approved DFML exemption period or prior to January 1, 2021, and the Policyholder does not obtain private plan coverage from another source (either a self-insured private plan or another Carrier's fully insured private plan), the Policyholder may be required to remit contributions for its entire payroll retroactive to either October 1, 2019, or the start date of the approved exemption. The Employer may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the cost of total amount of benefits paid to policyholders who received benefits from the Trust Fund and that it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.

**POLICY SITUS**

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

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-DIVIDEND PAYING --

## **NOTICE(S):**

### **Exemption from Family and Employment Security Trust Fund (“Trust Fund”)**

The Policyholder may be required to remit Family and Employment Security Trust Fund (“Trust Fund”) Contributions for its entire payroll retroactive to October 1, 2019, or the start date of the Policyholder’s approved exemption in either of the following circumstances:

- If the policy ends during the term of an approved DFML exemption period or prior to January 1, 2021, and the Policyholder does not obtain private plan coverage from another source (either its own self-insured private plan or another carrier’s fully insured private plan); or
- if any amendments to the policy are not consistent with PFML Statute and Regulations when a policy is submitted as part of an application for an exemption, the DFML may withdraw the approval of a private plan exemption.

The Policyholder may be required to repay to the Family and Employment Security Trust Fund (“Trust Fund”) the cost of total amount of benefits paid to Covered Individuals who received benefits from the Family and Employment Security Trust Fund (“Trust Fund”) and that it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.

### **Contributions**

If the Policyholder requires Contributions toward premiums from Covered Individuals, this amount cannot exceed the maximum portion of Contributions for Covered Individuals as described in the PFML Statute and Regulations. This maximum Contribution amount is subject to an annual adjustment by the DFML Director as specified in M.G.L c. 175M, § 7(e).

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>FACE PAGE</b> .....	<b>1</b>
EFFECTIVE DATE .....	1
POLICY ANNIVERSARIES .....	1
PREMIUM PAYMENTS .....	1
POLICY SITUS .....	1
<b>NOTICE(S):</b> .....	<b>2</b>
EXEMPTION FROM FAMILY AND EMPLOYMENT SECURITY TRUST FUND (“TRUST FUND”).....	2
CONTRIBUTIONS .....	2
<b>TABLE OF CONTENTS</b> .....	<b>3</b>
<b>PREMIUM RATE(S)</b> .....	<b>5</b>
INITIAL RATE(S) .....	5
COMPUTATION OF PREMIUMS .....	5
COMPUTATION OF PREMIUMS FOR CHANGES IN INSURANCE .....	5
RIGHT TO CHANGE PREMIUM RATES .....	5
<b>GRACE PERIOD</b> .....	<b>6</b>
POLICYHOLDER’S INTENT TO END INSURANCE DURING A GRACE PERIOD.....	7
GRACE PERIOD EXTENSIONS .....	7
<b>END OF INSURANCE PROVIDED BY THIS POLICY</b> .....	<b>7</b>
<b>GENERAL PROVISIONS</b> .....	<b>8</b>
ENTIRE CONTRACT .....	8
INCONTESTABILITY: STATEMENTS MADE BY THE POLICYHOLDER .....	8
INCONTESTABILITY: STATEMENTS MADE BY COVERED INDIVIDUALS.....	8
ASSIGNMENT.....	8
MISSTATEMENT OF AGE .....	8
NON-DIVIDEND PAYING.....	8
CONFORMITY WITH LAW .....	8
POLICY CHANGES OR WAIVERS.....	8
CLERICAL ERRORS AND POLICY ADMINISTRATION .....	9
CLAIMS OF CREDITORS .....	9
<b>THE POLICYHOLDER OBLIGATIONS</b> .....	<b>9</b>
JOB AND EMPLOYEE BENEFITS PROTECTION .....	9
CONTINUATION OF EMPLOYER-RELATED HEALTH INSURANCE BENEFITS.....	9
CONTINUATION OF OTHER EMPLOYEE BENEFITS .....	10
RECORDS – INFORMATION TO BE FURNISHED .....	10
FITNESS FOR DUTY .....	10
<b>ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE ON COVERED INDIVIDUALS</b> .....	<b>11</b>
ELIGIBLE CLASS(ES).....	11
DATE INSURANCE ON A COVERED INDIVIDUAL ENDS.....	11
<b>PAID LEAVE BENEFITS</b> .....	<b>11</b>
REQUIRED EFFECTIVE DATE FOR PAID LEAVE COVERAGE .....	11
MINIMUM DURATIONS OF LEAVE PROVIDED UNDER THIS POLICY .....	12
VERIFICATION OF WAGES .....	12
WAITING PERIOD .....	12
MINIMUM BENEFIT AMOUNT PROVIDED UNDER THIS POLICY .....	13
SUBSTITUTION OF THE POLICYHOLDER PROVIDED PAID LEAVE.....	14
<b>WHEN BENEFITS ON A COVERED INDIVIDUAL BEGIN AND END</b> .....	<b>14</b>

INTERMITTENT LEAVE OR REDUCED LEAVE SCHEDULE .....	15
EXTENSION OF BENEFITS .....	16
DATE BENEFIT PAYMENTS END .....	17
<b>LIMITATIONS UNDER THE POLICY .....</b>	<b>17</b>
<b>FILING A CLAIM.....</b>	<b>18</b>
REQUIRED NOTICE.....	18
CONSENT.....	19
CLAIM REQUIREMENTS .....	19
FOR MEDICAL LEAVE FOR A SERIOUS HEALTH CONDITION:.....	19
FOR FAMILY LEAVE TO CARE FOR FAMILY MEMBER WITH A SERIOUS HEALTH CONDITION: .....	19
FOR FAMILY LEAVE FOR THE BIRTH OF A CHILD: .....	20
FOR FAMILY LEAVE FOR PLACEMENT OF A CHILD FOR ADOPTION OR FOSTER CARE: .....	20
FAMILY LEAVE FOR A QUALIFYING EXIGENCY WHEN A FAMILY MEMBER IS ON ACTIVE-DUTY OR HAS BEEN NOTIFIED OF AN IMPENDING CALL OR ORDER TO ACTIVE DUTY IN THE ARMED FORCES: .....	20
FAMILY LEAVE TO CARE FOR A FAMILY MEMBER WHO IS A COVERED SERVICE MEMBER:.....	20
INFORMATION FROM THE POLICYHOLDER .....	21
BENEFITS FOR FORMER EMPLOYEES .....	22
DETERMINATION AND PAYMENT OF CLAIMS.....	22
CLAIM DENIALS AND APPEALS.....	23
OVERPAYMENTS.....	24
<b>DEFINITIONS .....</b>	<b>24</b>
<b>SCHEDULE OF EXHIBITS.....</b>	<b>33</b>
<b>EXHIBIT 1 .....</b>	<b>34</b>
SCHEDULE OF INITIAL PREMIUM RATES .....	34
RATE GUARANTEE PERIOD.....	34
<b>EXHIBIT 2 .....</b>	<b>35</b>
SCHEDULE OF BENEFITS.....	35
CLASS 1: .....	35
DURATION OF PAID LEAVE.....	35
WAITING PERIOD:.....	35
MEDICAL LEAVE.....	35
FAMILY LEAVE .....	35
MAXIMUM PERIOD OF LEAVE:.....	35
BENEFIT AMOUNT .....	36
WEEKLY BENEFIT: .....	36
MAXIMUM WEEKLY BENEFIT AMOUNT:.....	36
<b>EXHIBIT 3 .....</b>	<b>37</b>
LIST OF THE POLICYHOLDER SUBSIDIARIES, AFFILIATES, DIVISIONS, BRANCHES AND OTHER SIMILAR ENTITIES.....	37

## **PREMIUM RATE(S)**

### **Initial Rate(s)**

The initial Premium rate(s) are shown in the Exhibits to this policy.

### **Computation of Premiums**

The Premium due on any Premium Due Date is determined by the total amount of insurance provided under this policy, multiplied by the appropriate Premium rate(s) which are then in effect subject to any Premium adjustments, if applicable.

Life Insurance Company of North America may use any reasonable method to compute Premiums due.

### **Computation of Premiums for Changes in Insurance**

For insurance that takes effect on the first day of a Policy Month, Premium will be charged from the first day of that Policy Month. For insurance that takes effect after the first day of a Policy Month, Premium will be charged from the first day of the next Policy Month. However, if a policy amendment is required for such insurance, Premium will be charged as of the date such insurance takes effect.

If insurance ends because this policy ends or because insurance for a class of persons ends, Premium for such insurance will be charged to the date it ends. If insurance ends for any other reason, Premium will be charged to the end of the Policy Month in which such insurance ends.

### **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 **31** 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 Eligible Persons 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;
4. when there is a significant change in the geographic distribution of either Covered Individuals or Eligible Persons;

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

5. 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;
6. when a Premium Due Date coincides with or next follows:
  - a. a change greater than **10%** in the number of Covered Individuals since the later of the policy Effective Date and the last date Premium rates were changed; or
  - b. a change greater than **10%** in the amount of insurance provided by this policy since the later of the policy Effective Date and the last date Premium rates were changed;
7. 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.

## **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. Life Insurance Company of North America 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.

## **GRACE PERIOD (continued)**

### **Policyholder's Intent to End Insurance During a Grace Period**

The Policyholder may notify Life Insurance Company of North America in Writing prior to the end of a grace period of its intent to end this policy or insurance coverage provided under it before the end of such grace period. In this case, this policy or such insurance will end on the later of:

1. the date stated in the notice; or
2. the date Life Insurance Company of North America receives the notice.

The Written notice to be given by Life Insurance Company of North America and required by the first paragraph of this provision will not be necessary if the Policyholder replaces the insurance provided by this policy for which premium has not been paid with other group insurance or the Policyholder notifies Life Insurance Company of North America of its intent to end this policy or such insurance.

### **Grace Period Extensions**

Life Insurance Company of North America may extend a grace period by giving Written notice to the Policyholder. Such notice will state the date insurance will end if the Premium remains unpaid.

Premiums must be paid for a grace period; any extension of such period and any period insurance was in effect for which Premium was not paid.

## **END OF INSURANCE PROVIDED BY THIS POLICY**

The Policyholder may end this policy by giving 31 days advance Written notice to Life Insurance Company of North America. The policy will end on the later of:

1. the date stated in the notice; or
2. the date Life Insurance Company of North America receives the notice.

Life Insurance Company of North America may non-renew this policy on any Policy Anniversary, except during a Rate Guarantee Period for insurance affected by the Rate Guarantee Period, by giving the both the Policyholder and the DFML 60 days advance Written notice.

Life Insurance Company of North America may also end this policy as follows by giving both the Policyholder and the DFML 30 days advance Written notice:

1. for non-payment of Premium, as set forth in the Grace Period provisions; or
2. on any Premium Due Date, if the Policyholder fails to provide information on a timely basis or perform any obligations required by this policy or any applicable law.

If this policy ends, all Premiums due must be paid. If Life Insurance Company of North America accepts Premium after the date this policy ends, such acceptance will not act to reinstate the policy. Life Insurance Company of North America will refund any unearned Premium.

If Life Insurance Company of North America ends the policy, the Policyholder will receive a notice explaining the reasons why the policy is being ended. For any termination reason, the Policyholder will receive written notice from Us in the appropriate timeframe as noted above. Refer to the NOTICE(S) section for important information for the Policyholder on what will be required in the event of policy termination.

## **GENERAL PROVISIONS**

### **Entire Contract**

The entire contract is made up of the following:

- this policy and its Exhibits; and
- all amendments and endorsements to this policy, if any.

### **Incontestability: Statements Made by the Policyholder**

Any statement made by the Policyholder will be considered a representation and not a warranty. Life Insurance Company of North America will not use such a statement to contest insurance after such insurance has been in force for two years from its effective date, unless the statement is fraudulent. Life Insurance Company of North America will not use such statement to avoid insurance, reduce benefits or defend a claim unless it is contained in a Written application.

### **Incontestability: Statements Made by Covered Individuals**

Any statement made by a Covered Individual will be considered a representation and not a warranty. Medical evidence of insurability will not be required. Any statement made by a Covered Individual which relates to such insurability will not be used:

1. to contest the validity of the insurance benefits; or
2. to reduce the insurance benefits.

### **Assignment**

This policy is not assignable except and to the extent such assignment may be agreed to by Life Insurance Company of North America.

### **Misstatement of Age**

If a Covered Individual's age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, adjust Premiums and/or benefits.

### **Non-Dividend Paying**

This policy does not pay dividends.

### **Conformity with Law**

If the terms and provisions of this policy do not conform to any applicable law, this policy shall be interpreted to so conform.

### **Policy Changes or Waivers**

The terms and provisions of this policy may be changed, either by amendment or endorsement.

1. The policy may be changed by amendment upon the mutual agreement of Life Insurance Company of North America and the Policyholder. Such amendment must be in Writing and Signed by an officer of Life Insurance Company of North America and by an authorized representative of the Policyholder.



## **GENERAL PROVISIONS (continued)**

### **Policy Changes or Waivers (continued)**

2. The policy may be changed by an endorsement issued by Life Insurance Company of North America without the consent of the Policyholder. Such endorsement must be in Writing and Signed by an officer of Life Insurance Company of North America. The use of endorsements is limited to:
  - a. changes made in response to:
    - applicable local, state or federal law or Regulation; or
    - the administration of applicable local, state or federal law or Regulation;
  - b. reflect changes in Life Insurance Company of North America's administrative practices;
  - c. reflect policy liberalizations to the extent that they do not increase Premiums;
  - d. incorporate provisions agreed upon prior to issuance of this policy; and
  - e. reflect the exercise of a right or rights set forth under the terms of the policy.

Changes to the policy may be made without the consent of Covered Individuals or anyone else with a beneficial interest in it. Life Insurance Company of North America will only make changes that are consistent with applicable law. An amendment or endorsement may be effective retroactively if such retroactivity is not prohibited by applicable law.

An officer of Life Insurance Company of North America must approve in Writing any waiver of the terms and provisions of this policy.

A sales representative or other Life Insurance Company of North America employee, who is not an officer of Life Insurance Company of North America does not have Life Insurance Company of North America's authority to approve changes or waivers. A copy of the amendment or endorsement will be provided to the Policyholder for attachment to this policy.

Refer to the NOTICE(S) section for important information on policy changes.

### **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.

### **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.

### **The Policyholder Obligations**

#### **Job and Employee Benefits Protection**

The Policyholder must ensure that Covered Individuals retain the job protection and non-retaliation protections guaranteed by the PFML Statute and Regulations.

#### **Continuation of Employer-Related Health Insurance Benefits**

The Policyholder must continue to pay the Policyholder's share of health insurance premiums for the Covered Individual during a period of leave at the level and under the same conditions of coverage that would have been provided if the Covered Individual worked continuously for the duration of the qualified leave period. Such obligation does not apply to Covered Individuals who are former employees or Covered Contract Workers.

## **The Policyholder Obligations (continued)**

### **Continuation of Other Employee Benefits**

The Policyholder must ensure that upon reinstatement from a qualified leave a Covered Individual retains the right to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other employee benefit plans or programs at the same level the Covered Individual had prior to the leave. Such obligation does not apply to Covered Individuals who are former employees or Covered Contract Workers.

### **Records – Information to Be Furnished**

The Policyholder is required to keep a record of the essential details of the private insurance coverage that applies to Covered Individuals, which may include Wage or payment history if the Covered Individual's Wages are used to determine the benefit amount. Such information:

- Must be provided in a timely manner and in a format as agreed to by Life Insurance Company of North America and the Policyholder;
- Will be provided, maintained, and administered as agreed to in Writing by an officer of Life Insurance Company of North America and the Policyholder; and
- If maintained by the Policyholder, may be examined by Life Insurance Company of North America at any reasonable time, within 15 business days' notice.

The Policyholder must keep a record of all details of the insurance coverage and the policy for a minimum period of three years after termination of the Policy. The Policyholder shall furnish these records to the DFML upon request.

**Fitness for Duty:** If the Policyholder requires a Covered Individual to obtain a fitness of duty certification in order to return to work at the end of a Medical Leave period, such requirement must comply with the provisions of 458 CMR 2.11.

**PAID LEAVE BENEFITS (continued)**  
**ELIGIBILITY AND EFFECTIVE DATES OF INSURANCE ON COVERED INDIVIDUALS**

**Eligible Class(es)**

Eligible classes under this policy are stated in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

**Date Persons Become Eligible for Insurance**

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

- the policy effective date; and
- the date such person becomes a member of an eligible class.

**Date Insurance on a Covered Individual Ends**

Insurance on a Covered Individual will end on the earliest of:

1. the date the Group Policy ends; or
2. the date insurance ends for the Covered Individual's eligible class; or
3. the end of the period for which the last premium has been paid for the Covered Individual; or
4. the date the Covered Individual ceases to be in an eligible class.

**PAID LEAVE BENEFITS**

Eligible Class(es), durations of Paid Leave, and Benefit Amounts provided under this policy are described in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

All presumptions will be made in favor of the availability of leave and the payment of leave benefits. The benefits under this policy are not conditioned on the Covered Individual first utilizing any available Accrued Paid Leave available from the Policyholder. If the Covered Individual chooses to use Accrued Paid Leave available from the Policyholder, such leave will run concurrently with the benefit periods provided under this policy.

**Required Effective Date for Paid Leave Coverage**

The Effective Date is shown on the face page of this policy. NOTE: In order for the Policyholder to qualify for an exemption from Family and Employment Security Trust Fund ("Trust Fund") Contributions to the Family and Employment Security Trust Fund ("Trust Fund"), the effective Eligibility Date of the insurance coverage for approved private plans must begin no later than:

- with respect to the policy, the first day of the first quarter immediately following the date of approval of the private plan exemption effective date; or
- with respect to Eligible Persons, on the date of the hire of the Eligible Person for the following paid leave(s):

**Medical Leave**

- Leave for Covered Individuals who are unable to work due to their own Serious Health Condition;

**Family Leave**

- Leave for Covered Individuals to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement;
- Leave for Covered Individuals for a Qualifying Exigency arising out of the fact that the Covered Individual's Family Member is a current member of the Armed Forces;
- Leave for Covered Individuals to care for a Family Member who is or was a member of the Armed Forces and who requires medical care as a result of an illness or injury related to the Family Member's active service; and
- And by July 1, 2021, or the first day of the quarter of the exemption effective date if later, Leave for Covered Individuals to care for a family member with a Serious Health Condition.

**PAID LEAVE BENEFITS (continued)**  
**Minimum Durations of Leave Provided Under This Policy**

The minimum durations of paid leave allowable to Covered Individuals for Qualifying Reasons under this policy are as follows:

**Medical Leave**

In a Benefit Year, at least 20 weeks of leave, including any applicable Waiting Period, for Covered Individuals if they are unable to work due to a Serious Health Condition.

**Family Leave**

In a Benefit Year:

- at least 12 weeks of leave, including any applicable Waiting Period:
  - to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement;
  - for a Qualifying Exigency arising out of the fact that a Covered Individual's Family Member is a current member of the Armed Forces;
  - beginning July 1, 2021, or the first day of the quarter of the exemption effective date if later, to provide care to a Family Member with a serious health condition; and
- at least 26 weeks of leave, including any applicable Waiting Period, to care for a Family Member who is or was a Covered Service Member of the Armed Forces and who requires medical care as a result of an illness or injury related to the family member's active service.

**Maximum Period of Leave:** Unless otherwise provided in **EXHIBIT 2 – SCHEDULE OF BENEFITS**, in a Benefit Year a Covered Individual may take 26 weeks of leave, including any applicable Waiting Period, for any combination of periods of authorized leave.

The leave allotment under this policy shall be based on the Covered Individual's Average Working Week with the Policyholder.

When a Covered Individual works a part-time schedule or variable hours, the amount of leave that the Covered Individual uses is determined on a pro rata or proportional basis. If a Covered Individual's schedule varies from week to week to such an extent that the Policyholder is unable to determine with certainty how many hours the Covered Individual would otherwise have worked (but for taking leave pursuant to the PFML Statute and Regulations), a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period will be used for calculating the leave entitlement.

**Verification of Wages**

The Policyholder may themselves or through Us require an individual to provide verification of Wages earned with an Employer or Covered Business Entity in Massachusetts for the purposes of determining whether that individual meets the Financial Eligibility requirements.

**Waiting Period**

Any applicable Waiting Period is described in **EXHIBIT 2 – SCHEDULE OF BENEFITS**.

For each approved claim for benefits, We may require up to a seven calendar-day Waiting Period during which no paid leave benefits will be paid. The Waiting Period shall begin on the first date of each covered leave.

If included in **EXHIBIT 2 – SCHEDULE OF BENEFITS**, the initial Waiting Period that is required for paid leave benefits may count against the total available period of leave in a Benefit Year. This will apply even if another entity administers or insures the Policyholder's Medical Leave benefits. Where the approved claim involves leave on an Intermittent or Reduced Leave Schedule, the Waiting Period shall be consecutive calendar days, from the date of the first instance of leave from the Policyholder begins, not the aggregate accumulation of days of leave.

**PAID LEAVE BENEFITS (continued)**

If the Covered Individual satisfies the following requirements, the Waiting Period for paid Family Leave shall not be required:

1. When a Covered Individual takes a Medical Leave during pregnancy or recovery from childbirth, and supported by documentation by a Health Care Provider that it is immediately followed by a Family Leave; and
2. Any Waiting Period for a claim for the Medical Leave has been satisfied, even if another entity administers or insures the Policyholder's Medical Leave benefits.

**Maximum Payment Period Under the Policy**

The maximum period of payment under this policy is up to 26 weeks of leave, including any applicable Waiting Period, for any combination of periods of authorized leave. Benefits under this policy are not conditioned on the Covered Individual first utilizing any available accrued paid leave available from the Policyholder. If the Covered Individual chooses to utilize accrued leave available from the Policyholder those will run concurrently with the leave period.

**Minimum Benefit Amount Provided Under This Policy**

Subject to the limitations described herein, a Covered Individual's Weekly Benefit Amount shall not be less than the following:

- The portion of a Covered Individual's Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage shall be replaced at a rate of 80%; and
- The portion of a Covered Individual's Average Weekly Wage that is more than 50% of the State Average Weekly Wage shall be replaced at a rate of 50%.

The Minimum Weekly Benefit must be calculated using the Covered Individual's Average Working Week in addition to the total Wages from the Policyholder during the Base Period. the Policyholder must provide Us with all relevant Wage information with respect to employment or engagement with the Policyholder. We will accept the Policyholder's representation of Wage information in good faith with respect to employment or engagement with the Policyholder.

The maximum Weekly Benefit Amount for any Covered Individual shall not be less than 64% of the State Average Weekly Wage. By October 1st of each year, the DFML shall establish a maximum Weekly Benefit Amount at a level that is 64% of the then-applicable State Average Weekly Wage. The adjusted maximum Weekly Benefit Amount shall take effect on January 1st of the year following such a calculation.

**PAID LEAVE BENEFITS (continued)**  
**Substitution of the Policyholder Provided Paid Leave**

1. The Policyholder may not require the Covered Individual to use any the Policyholder-provided Accrued Paid Leave prior to initiating a claim under the policy.
2. Covered Individuals who use the Policyholder-provided Accrued Paid Leave for a Medical Leave or Family Leave rather than apply to receive a paid benefit under the PFML Statute and Regulations shall not receive any paid leave benefits under this policy for such period of leave.
3. The Policyholder-provided Accrued Paid Leave shall run concurrently with any available leave under the PFML Statute and Regulations.
4. Covered Individuals who choose to use Accrued Leave paid by the Policyholder are required to follow the Policyholder's notice and certification processes related to the use of this leave.

**WHEN BENEFITS ON A COVERED INDIVIDUAL BEGIN AND END**

If a Covered Individual has a Qualifying Reason for leave while insured, Proof of such Qualifying Reason must be sent to Us. When we receive such Proof, we will review the claim. If we approve the claim, we will pay the benefits described in **EXHIBIT 2 – SCHEDULE OF BENEFITS**, up to the aggregate period of leave specified therein, and subject to the "Date Benefit Payments End" provision below.

Proof must be provided as stated in the section **FILING A CLAIM**.

While a Covered Individual is on an approved leave, other than for an Intermittent Leave or Reduced Leave Schedule, the benefits described in this policy will not be affected if:

- Insurance on the Covered Individual ends; or
- the Group Policy is amended to change the plan of benefits for the Covered Individual's class.

If we approve a Covered Individual's claim, benefits will become payable on the day after the day any required Waiting Period is completed. The first benefit payment will be made in accordance with the "Determination and Payment of Claims" provision of the section **FILING A CLAIM**. Unless otherwise specified in **EXHIBIT 2 – SCHEDULE OF BENEFITS**, we will make subsequent payments weekly thereafter so long as the Covered Individual remains on an approved leave.

We will make any benefit payments during the Covered Individual's lifetime to the Covered Individual or the Covered Individual's legal representative. Any payment made in good faith will discharge Us from liability to the extent of such payment.

## **WHEN BENEFITS ON A COVERED INDIVIDUAL BEGIN AND END (continued)**

Upon the Covered Individual's death, we will pay any amount that is or becomes due to in the following order:

1. the Covered Individual's Spouse if alive;
2. the Covered Individual's child or child(ren) if there is no surviving Spouse;
3. the Covered Individual's parent(s) if there is no surviving child(ren);
4. the Covered Individual's sibling(s) if there is no surviving parent(s);
5. the Covered Individual's estate, if there is no such surviving sibling(s).

If more than one person is eligible to receive payment, we will divide the benefit amount in equal shares. Payment to a minor or incompetent will be made to such person's legal guardian and in accordance with applicable law.

For purposes of this provision, the term "children" or "child" includes natural and Adopted children.

Any periodic payments owed to the Covered Individual's estate may be paid in a single sum.

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

A Covered Individual may take paid leave on an Intermittent Leave or Reduced Leave Schedule. Intermittent leave shall be taken in increments consistent with the established policy of the Policyholder used to account for use of other forms of leave. We will not pay benefits in increments of less than one minute. 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 only if the Policyholder and Covered Individual mutually agree. We will assume that there is such agreement upon receipt of the claim request from the Covered Individual. When needed, we will validate that agreement has been reached with the Policyholder as a condition of paying benefits.
2. For Family Leave to care for a Family Member's Serious Health Condition or to care for a Family Member who is a Covered Service Member, 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 schedule is medically necessary.
3. For Family 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, leave may be taken on an Intermittent or Reduced Leave Schedule if the Covered Individual elects to take Intermittent Leave for this purpose.
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.

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.

The Benefit Year for a Covered Individual who receives benefits for an Intermittent Leave will commence, following Our approval for continued benefits, on the Sunday immediately preceding the first absence.

## WHEN BENEFITS ON A COVERED INDIVIDUAL BEGIN AND END (continued)

### Extension of Benefits

If a Covered Individual seeks an extension of benefits, the Covered Individual must submit to Us Written request for extension.

1. A request for an extension must be filed 10 calendar days prior to the expiration of the original approved leave. If a request is not received within the time limits described in this section, the delay will not cause a request to be denied if such request is given as soon as is reasonably possible.
2. A request for an extension must include all required information, including:
  - a. the reason for the extension;
  - b. the requested duration of the extended leave;
  - c. whether the newly requested leave is continuous, a Reduced Leave Schedule, or an Intermittent Leave Schedule;
  - d. the date on which the Covered Individual provided notice for the request for extension to the Policyholder (if applicable); and
  - e. a newly completed or updated health care certification for individual or family leave that otherwise does not exceed the standards of the PFML Statute and Regulations.
3. We will notify the Policyholder of a request for an extension not more than five business days following Our receipt of a completed request form. We shall provide to the Policyholder:
  - a. the requested duration for the extension;
  - b. whether the newly requested leave is continuous, a Reduced Leave Schedule, or an Intermittent Leave Schedule;
  - c. any additional certification from a Health Care Provider; and
  - d. any other information or record We deem relevant to verifying and otherwise processing the claim.
4. The Policyholder shall, within ten business days from the date of the notice of the request for extension of leave, provide Us with all relevant information or records requested by Us, which may include the following:
  - a. Whether the Covered Individual will receive any paid leave benefits from the Policyholder during the requested extended leave period;
  - b. Whether the Policyholder has approved or intends to approve the request for extension under FMLA or any other policy of the Policyholder allowing for paid or unpaid leave;
  - c. Any other relevant information or records related to the request for extension, including but not limited to, evidence of a fraudulent claim.
5. The initial Waiting Period for benefits shall not apply to an approved extension of benefits.
6. Any extension of a claim shall be limited to any period of paid leave for which the Covered Individual remains eligible in the Benefit Year.
7. Requests for extensions shall be deemed complete at the time We receive the information required under paragraph number 2 above or the expiration of ten business days after We request the information under paragraph number 3 above from the Policyholder, whichever is sooner, and is subject to the claim approval process described in the "Determination and Payment of Claims" provision of the section FILING A CLAIM.
8. We will notify the Covered Individual and the Policyholder at or about the same time of Our approval or denial of the extension request.



## **WHEN BENEFITS ON A COVERED INDIVIDUAL BEGIN AND END (continued)**

### **Extension of Benefits (continued)**

9. The Policyholder may seek a medical recertification of the Covered Individual's Serious Health Condition following the expiration of the initial period of incapacity cited in the healthcare certification or where an intermittent leave has extended for a period of more than six months from Our approval, whichever occurs first.

### **Date Benefit Payments End**

A Covered Individual's benefit payments will end on the earliest of:

1. the end of the approved period for paid leave benefits;
2. the date the Covered Individual no longer has a Qualified Reason for paid leave benefits;
3. the date the Covered Individual fails to provide required Proof of the continuing Required Reason for which the paid leave benefits were approved; or
4. the date the Covered Individual dies.

### **LIMITATIONS UNDER THE POLICY**

A Covered Individual's leave allotment shall be proportionately reduced by the amount of Family Leave or Medical Leave taken by the Covered Individual for any Qualifying Reason during the Benefit Year.

Benefits paid under this policy shall be reduced by any paid family leave benefits or medical leave benefits that a Covered Individual on Family Leave or Medical Leave receives from any source for any Qualifying Reason in the 12-month period prior to filing a claim for benefits. However, any leave taken by the Covered Individual for the same Qualifying Reason prior to January 1, 2021, shall not count against the Covered Individual's benefit amount and/or leave allotment under this policy.

## LIMITATIONS UNDER THE POLICY (continued)

### Exclusions

No benefits under this policy are payable for:

1. a Covered Individual's period of leave:
  - occurring before insurance takes effect on the Covered Individual; or
  - commencing after insurance ends on the Covered Individual; or
2. more than one Qualifying Reason for any one segment of time.

### FILING A CLAIM

A Covered Individual must file a claim for paid leave benefits on a form acceptable to Us. A Covered Individual may file a claim for benefits under this policy no more than 60 calendar days before the anticipated start date of the leave.

In addition, the Policyholder or its designee may submit a claim for benefits under this policy, provided such party agrees to adhere to the applicable requirements of this section.

### Required Notice

1. A Covered Individual shall give not less than 30 calendar days' notice to the Policyholder of the anticipated start date of leave. Notice shall be provided as soon as practicable if a delay is beyond the Covered Individual's control.
2. The Policyholder may require a Covered Individual to comply with the Policyholder's usual and customary notice and procedural requirements for leave, absent unusual circumstances.
3. Where a Covered Individual does not comply with the notice requirement stated above or follow the Policyholder's usual notice and procedural requirements, and no unusual circumstances justify the failure to comply, we may delay or deny a claim for benefits.
4. When planning medical treatment, the Covered Individual must consult with the Policyholder in advance of a claim for benefits and make a reasonable effort to schedule the treatment so as not to disrupt unduly the Policyholder's operations, subject to the approval of the Health Care Provider.
5. If, for reasons beyond the Covered Individual's reasonable control, the Covered Individual cannot provide Us with at least 30 calendar days' notice, then the Covered Individual shall provide notice as soon as is practicable. We shall notify the Policyholder not more than five business days after a claim for benefits is filed and shall facilitate the disclosure and exchange of relevant information or records regarding the claim. Our notice to the Policyholder shall contain:
  - a. the Covered Individual's name and other identifying information,
  - b. the type of leave at issue,
  - c. the expected duration of the leave,
  - d. whether the request is for continuous or Intermittent Leave,
  - e. certification as outlined below, supporting the need for a leave under the PFML Statute and Regulations, and
  - f. any other information relevant to the claim.

## **FILING A CLAIM (continued)**

### **Consent**

A Covered Individual filing a claim for benefits may be required to provide Us with consent to share information regarding the claim and other information necessary for Us to process the claim, including consent to share information with the Policyholder and Health Care Providers. Consent shall be acknowledged by the individual in a form acceptable to Us.

### **Claim Requirements**

As provided below, required Proof must be supported by a certification evidencing that the leave is for a Qualifying Reason. Neither We or the Policyholder may require the Covered Individual to submit additional evidence unless it is specifically authorized in the PFML Statute or Regulations.

#### **For Medical Leave for a Serious Health Condition:**

We may require a certification from a Health Care Provider that includes:

1. a statement that the Covered Individual has a Serious Health Condition;
2. the date on which the Serious Health Condition commenced;
3. the probable duration of the Serious Health Condition;
4. a certification by the Health Care Provider that the Covered Individual is incapacitated from work due to the Serious Health Condition;
5. if applicable and for Intermittent or Reduced Leave, a statement that such leave or schedule is medically necessary where the claim for benefits is for leave on an Intermittent or Reduced Leave Schedule.

#### **For Family Leave to Care for Family Member with a Serious Health Condition:**

We may require a certification from a Health Care Provider that includes:

1. A statement confirming the relationship between the Covered Individual and the Family Member;
2. The name and address of the Family Member;
3. A statement that the Family Member has a Serious Health Condition;
4. The date on which the Family Member's Serious Health Condition commenced;
5. The probable duration of the Family Member's Serious Health Condition;
6. A statement that the Covered Individual is needed to care for the Family Member; and
7. An estimate regarding the frequency and anticipated duration of time that the Covered Individual is needed to care for the Family Member.

The Covered Individual must provide Us information that proves the identity of the Family Member as deemed sufficient by the DMFL.

## **FILING A CLAIM (continued)**

### **Claim Requirements (continued)**

#### **For Family Leave for the Birth of a Child:**

We may require:

1. The Child's birth certificate; or
2. A statement from the Child's Health Care Provider stating the Child's birth date; or
3. A statement from the Health Care Provider of the person who gave birth stating the Child's birth date.
4. A statement or birth record from the hospital where the child was born indicating the child's birth date and signed by the birth registrar.

#### **For Family Leave for Placement of a Child for Adoption or Foster Care:**

1. We may require a certification from the Child's Health Care Provider or from an adoption or foster care agency involved in the placement or the Massachusetts Department of Children and Families or Certification from the Massachusetts Department of Children and Families that confirms the placement and the date of placement.

#### **Family Leave for a Qualifying Exigency when a Family Member is on Active-Duty or has been Notified of an Impending Call or Order to Active Duty in the Armed Forces:**

We may require:

1. A copy of the Family Member's Active-Duty orders; or
2. A letter of impending activation from the Family Member's commanding officer; or
3. 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;
4. A statement of the family relationship between the Covered Service Member and the Covered Individual requesting benefits;
5. Information from the Covered Individual that proves the identity of the Family Member as deemed sufficient by the DMFL;
6. The name and address of the Family Member being cared for;
7. The dates or period of time for which leave is requested; and
8. The underlying reason for the exigency leave.

#### **Family Leave to Care for a Family Member who is a Covered Service Member:**

We may require a certification from the Covered Individual or the Covered Service Member's Health Care Provider that includes:

1. A statement that the Covered Service Member has a Serious Health Condition;
2. The date on which the Covered Service Member's Serious Health Condition commenced;
3. The probable duration of the Serious Health Condition;
4. A statement that the Covered Individual is needed to care for the Family Member;

## **FILING A CLAIM (continued)**

### **Claim Requirements (continued)**

#### **Family Leave to Care for a Family Member who is a Covered Service Member (continued):**

1. An estimate of the amount of time the Covered Individual will be needed to care for the Covered Service Member;
2. 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;
3. A statement of the family relationship between the Covered Service Member and the Covered Individual;
4. Information from the Covered Individual that proves the identity of the Family Member as deemed sufficient by the DMFL;
5. The name and address of the Family Member being cared for

Except as permitted under the PFML Statute and Regulations, we may not require the Covered Individual to submit recertification or additional evidence.

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

Upon request, the Policyholder shall within ten business days provide Us with information or records relevant to a claim for benefits made by a Covered Individual. This may include, with respect to the Covered Individual:

1. Wage and/or earnings information for the past 12 months;
2. A description of the Covered Individual's position;
3. Whether the Covered Individual currently works a full- or part-time schedule;
4. Weekly hours worked;
5. Prior requests/approvals for a Qualifying Reason;
6. Amount of paid leave already taken for a Qualifying Reason during the current Benefit Year;
7. A description of the Policyholder's own paid leave policies and whether the Covered Individual has received paid or unpaid leave during the last 12 months under any plan or practice of the Policyholder, and whether the Covered Individual will receive any paid leave benefits from the Policyholder during the requested leave period at issue;
8. Whether the Covered Individual has applied for concurrent FMLA or other leave and whether the Policyholder has approved the application;
9. Whether the Covered Individual will be receiving any other wage replacement benefits as set forth under "Reduction to Policy Benefits" in the section entitled "LIMITATIONS UNDER THE POLICY";
10. Any other relevant information or records related to the claim, including any evidence of a potentially fraudulent claim.

## **FILING A CLAIM (continued)**

### **Benefits for Former Employees**

For Covered persons who have been separated from an Employer for less than 26 weeks:

1. If the Covered Individual remains unemployed on the date that the claim is filed, the Covered Individual shall submit a claim for benefits with their former Employer or Covered Business Entity.
2. If the Covered Individual has become employed by a different Employer or contracted with a Covered Business Entity at the time that that an application for benefits is filed, the Covered Individual shall submit a claim for benefits with their current Employer or Covered Business Entity. If the new Employer or Covered Business Entity has a private plan exemption, the Covered Individual shall submit the claim for benefits to the private plan in accordance with the requirements established by their Employer or Covered Business Entity.
3. If an individual submitting a claim for benefits identifies themselves as a former Employee, We or the Policyholder may inquire as to whether the individual is currently employed or has gained employment following separation from the Employer or Covered Business Entity.

### **Determination and Payment of Claims**

We will notify the claimant or the Policyholder within 14 calendar days of receiving the claim of the need for any additional information needed to process the claim.

We will make a decision on a claim for paid leave benefits within 14 calendar days of receipt of a Complete Claim.

We will pay leave benefits within 14 calendar days after approving the Complete Claim, unless the determination occurs more than 14 calendar days before the onset of leave or eligibility, in which case We shall commence payment of leave benefits as soon as leave or eligibility begins. No benefits shall be paid before insurance on the Covered Individual take effect.

We will notify the Policyholder and the Covered Individual at or about the same time of an approval or denial of a claim for benefits.

We shall consider the following when making a determination on a claim for benefits under this policy:

1. confirmation that the Covered Individual provided the required notice stated above;
2. satisfies the Financial Eligibility Test;
3. the appropriate certification, described above, including a certification by a Health Care Provider, supporting the need for leave;
4. whether the Covered Individual's request for leave associated with the claim for benefits was approved or denied by the Policyholder, and the reason(s) for the approval or denial;
5. whether the Covered Individual has actually taken or plans to take the leave associated with the claim for benefits; and
6. any other relevant information.

The approval for payment of benefits notice shall include:

1. The reason for the approved leave benefits;
2. The duration of the approved leave benefits;
3. For Intermittent Leaves, the frequency and duration of the leave benefits;
4. The expiration of the approved leave benefits; and
5. The weekly benefit amount.

## **FILING A CLAIM (continued)**

### **Claim Denials and Appeals**

A denial of payment of benefits notice shall include:

1. The reason for the denial of leave benefits; and
2. A description of the individual's appeal rights.

If We deny a claim under this policy, the claimant may appeal the decision. Upon the claimant's Written request, we will provide the claimant free of charge with copies of documents, records and other information relevant to the claim. The claimant must submit the appeal to Us at the address indicated on the claim form within 10 calendar days of receiving Our decision. If, for reasons beyond the Covered Individual's reasonable control, the Covered Individual cannot submit the appeal within 10 calendar days, then the Covered Individual shall submit the appeal as soon as is practicable.

Appeals must be in Writing and must conform to Our internal appeals process. We will inform the claimant of the material requirements of Our internal appeals process in Our denial of benefits notice.

If We deny the claim on appeal, we will send the claimant a final Written decision that states the reason(s) why the appealed claim is being denied and references to any specific policy provision(s) on which the denial is based. Upon Written request, we will provide the claimant free of charge with copies of documents, records and other information relevant to the claim.

After exhausting the above appeals process, a Covered Individual may appeal a denial of paid leave benefits to the DFML at:

**The Massachusetts Department of Family and Medical Leave (DFML)  
200 Arlington Street, Chelsea, MA 02150**

**WEBSITE: <http://www.mass.gov/orgs/departments-of-family-and-medical-leave>  
PHONE: 617-466-3950**

A Covered Individual's request for an appeal must be filed within 10 calendar days of receipt of notice of Our denial of appeal. The Covered Individual requesting the appeal must also provide a complete copy of the request to the Policyholder.

Life Insurance Company of North America and the Policyholder shall be required to furnish the DFML all claim documentation that is retained by Us or the Policyholder within 10 business days of the request by the DFML in connection with an appeal of a denial of paid leave benefits by the Covered Individual.

When requesting an appeal with the DFML, a Covered Individual may:

1. request a hearing;
2. agree to a disposition of the matter on the record without a hearing; or
3. submit documents or evidence without appearing at a hearing.

The DFML will issue a final decision affirming, modifying, or revoking the initial determination within 30 calendar days of the hearing.

Following the DFML's issuance of a final decision on the appeal, an individual aggrieved by the DFML's decision may take a further appeal by filing a complaint in the district court for the county in Massachusetts where the individual resides or was last employed. Such court action must be commenced within 30 calendar days of the date the DFML's final decision is received by the individual.

## FILING A CLAIM (continued)

### Overpayments

#### Recovery of Overpayments

We have the right to recover any amount that We determine to be an overpayment.

An overpayment occurs if We determine that:

- the total amount paid by Us on a Covered Individual's claim is more than the total of the benefits due to the Covered Individual under this policy; or
- payment We made should have been made by another group plan.

If such overpayment occurs, the Covered Individual has an obligation to reimburse Us. Our rights and the Covered Individual's obligations in this regard are described in the reimbursement agreement that the Covered Individual is required to sign when the Covered Individual submits a claim for benefits under this policy. This agreement:

- confirms that the Covered Individual will reimburse Us for all overpayments; and
- authorizes Us to obtain any information relating to sources of other income.

#### How We Recover Overpayments

We may recover the overpayment from the Covered Individual by:

- stopping or reducing any future paid leave benefits payable to the Covered Individual or any other payee under the policy;
- demanding an immediate refund of the overpayment from the Covered Individual; and
- taking legal action.

If the overpayment results from Our having made a payment to the Covered Individual that should have been made under another group plan, we may recover such overpayment from one or more of the following:

- any other insurance company;
- any other organization; or
- any person to or for whom payment was made.

## DEFINITIONS

As used in this policy, the terms listed below will have the meanings defined below. When defined terms are used in this policy, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Accrued Paid Leave** means leave earned by or otherwise provided to a Covered Individual pursuant to a benefit plan or policy offered by an Employer or Covered Business Entity including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave, or paid time off. Accrued Paid Leave shall not include a (i) disability policy or program of an Employer or Covered Business Entity; or (ii) paid family, or medical leave policy of an Employer or Covered Business Entity.

**Active Duty** means, for the purposes of administering paid leave under PFML Statute and Regulations, full-time duty in the active military service of the United States and full-time National Guard duty and deployed to a foreign country.

**Adoption** means legally and permanently assuming the responsibility of raising a child as one's own. The source of an adopted child (i.e., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for leave.



## DEFINITIONS (continued)

**Average Weekly Wage** means the same as provided in Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 1(w)); provided, however, that Average Weekly Wage shall be calculated using earnings from the Base Period; and provided further, that in the case of a Self-Employed Individual, Average Weekly Wage shall mean 1/26 of the total earnings of the Self-Employed Individual from the two highest quarters of the 12 months preceding such individual's application for benefits under the PFML Statute and Regulations. If an individual has multiple Employers, the Average Weekly Wage will be calculated for each Employer or Covered Business Entity separately.

**Average Working Week** means the average number of hours worked from the two highest quarters of the 12 months preceding such individual's application for benefits under M.G.L. c 175M.

**Base Period** means the last four completed calendar quarters within the previous five calendar quarters immediately preceding the date a Complete Claim for benefits is filed under this policy for a qualified period of paid Family or Medical Leave. A completed calendar quarter is one for which an employment and wage detail report has been or should have been filed for Employers who have not received an exemption from Family and Employment Security Trust Fund ("Trust Fund") Contributions, pursuant to 458 CMR 2.04(1)-(2).

**Benefit Year** means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first day paid Family or Medical Leave commences for the Covered Individual.

**Child** means a biological, adopted or foster child, a stepchild or legal ward, 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 child.

**Complete Claim** means a claim for benefits that contains all of the required information from the Covered Individual and all of the information required from the Policyholder pursuant to the section of this policy entitled FILING A CLAIM. The claim for benefits shall be deemed complete when We receive such information or ten business days after We request such information from the Policyholder, whichever is sooner.

**Continuing Treatment by a Health Care Provider** means any one or more of the following:

1. Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - a. Treatment two or more times, within 30 calendar days of the first day of incapacity, unless extenuating circumstances exist, by a Health Care Provider, by a nurse 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; or
  - b. Treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider. Treatment includes examination to determine if there is a Serious Health Condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes a course of prescription medication or therapy requiring specialized equipment to resolve or alleviate the health condition.
  - c. The requirement for treatment by a Health Care Provider means an in-person visit or telehealth visit to a Health Care Provider. The first (or only) in-person or telehealth visit must take place within seven calendar days of the first day of incapacity.

## DEFINITIONS (continued)

### Continuing Treatment by a Health Care Provider (continued)

- d. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-calendar day period shall be determined by the Health Care Provider.
  - e. The term extenuating circumstances means circumstances beyond the Covered Individual's control that prevent the follow-up visit from occurring as planned by the Health Care Provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a Health Care Provider determines that a second in-person visit is needed within the 30-calendar day period, but the Health Care Provider does not have any available appointments during that time period.
2. Pregnancy or Prenatal Care. Any period of incapacity due to pregnancy, or for prenatal care.
  3. Chronic Conditions. Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
    - a. Requires periodic visits (defined as at least twice per calendar year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider;
    - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
    - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
  4. Permanent or Long-term Conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The Covered Individual or the Covered Individual's Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
  5. Conditions Requiring Multiple Treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:
    - a. Restorative surgery after an accident or other injury; or
    - b. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
  6. Absences attributable to incapacity under "Continuing Treatment by a Health Care Provider" 1. or 2. qualify for leave even though the Covered Individual or the Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than three consecutive, full calendar days.
  7. Cosmetic treatments are not Serious Health Conditions unless inpatient hospital care is required or unless complications develop.

**Contribution** means any amount a Covered Individual is required to pay toward the total Premium that Life Insurance Company of North America charges for the insurance provided by this policy.

**Covered Business Entity** means a business or trade that contracts with Self-Employed Individuals for services and is required to report the payment for services to such individuals on IRS Form 1099-MISC for more than 50% of its workforce.

## DEFINITIONS (continued)

**Covered Contract Worker** means a Self-Employed Individual:

1. for whom an Employer or Covered Business Entity is required to report payment for services on IRS Form 1099-MISC;
2. for whom an Employer or Covered Business Entity is required to remit Family and Employment Security Trust Fund ("Trust Fund") Contributions;
3. who performs services as an individual in Massachusetts;
4. who resides in Massachusetts; and
5. who is not classified as an independent contractor pursuant to Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 2).

**Covered Individual(s)** means those Eligible Persons who are members of an eligible class stated in EXHIBIT 2 - SCHEDULE OF BENEFITS and are insured under the policy. "Covered Individual(s)" shall always include the following individuals who meet the eligibility requirements of the PFML Statute and Regulations:

1. all the Policyholder's Employees providing services in Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal Employees who meet the minimum eligibility requirements under the PFML Statute and Regulations;
2. former Employees of the Policyholder for not more than 26 weeks after separation or until re-employed, whichever comes first; and
3. all Covered Contract Workers, if applicable, if the Policyholder is a Covered Business Entity.

**Covered Servicemember** means either:

1. a member of the Armed Forces, as defined in M.G.L. c. 4, § 7, including a member of the National Guard or Reserves, who is:
  - a. undergoing medical treatment, recuperation or therapy;
  - b. otherwise in outpatient status; or
  - c. is otherwise on the temporary disability retired list for a serious injury or illness that was incurred by the member in the line of duty on Active Duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's Active Duty and was aggravated by service in the line of duty on Active Duty in the Armed Forces; or
2. a Former Member of the Armed Forces, including a former member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in line of duty on Active Duty in the Armed Forces, or a serious injury or illness that existed before the beginning of the member's Active Duty and was aggravated by service in line of duty on Active Duty in the Armed Forces and manifested before or after the member was discharged or released from service.

**The Massachusetts Department of Family and Medical Leave (DFML)** means the Massachusetts Department of Family and Medical Leave, as established in M.G.L. c. 175M, § 8.

**Director** means the Director of the Massachusetts Department of Family and Medical Leave.

## DEFINITIONS (continued)

**Domestic Partner** means a person not less than 18 years of age who:

1. is dependent upon the Covered Individual for support as shown by either unilateral dependence or mutual interdependence that is evidenced by a nexus of factors including, but not limited to:
  - a. common ownership of real or personal property;
  - b. common household;
  - c. children in common;
  - d. signs of intent to marry;
  - e. shared budgeting; and
  - f. the length of the personal relationship with the Covered Individual; or
2. has registered as the domestic partner of the Covered Individual with any registry of domestic partnerships maintained by the Employer of either party, or in any state, county, city, town or village in the United States.

**Earnings from Self-Employment or Income from Self-Employment** mean the same as “net earnings from self-employment”, as defined in the Internal Revenue Code § 1402(a) as amended and in effect for the taxable year, and the implementing Regulations thereunder.

**Eligible Person(s)** means those persons(s) who are members of an eligible class stated in **EXHIBIT 2 - SCHEDULE OF BENEFITS**. Eligible Persons will always include persons who meet the eligibility requirements of the PFML Statute and Regulations.

**Eligibility Date** means the earliest date the Eligible Person is eligible for coverage under this Policy, and the Eligible Person has satisfied all requirements for coverage to begin.

**Employee** shall have the same meaning as provided in Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 1(h)); provided, however, that notwithstanding M.G.L. c. 151A, § 1(h); or any other special or general law to the contrary, Employee shall include a family childcare provider, as defined in M.G.L. c. 15D, § 17(a).

**Employer** means the Policyholder. The term “employer” shall have the same meaning as provided in Massachusetts Unemployment Insurance law (M.G.L. c. 151A § 1(i)), provided, however, that

1. an individual Employer shall be determined by the Federal Employer Identification Number;
2. the Department of Early Education and Care shall be deemed the Employer of family childcare providers, as defined in M.G.L. c. 15D, § 17(a); provided further, that the PCA Quality Home Care Workforce Council established in M.G.L. c. 118E, § 71 shall be the Employer of personal care attendants, as defined in M.G.L. c. 118E, § 70.

**Employment** means the same as provided by Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 1(k)); provided, further, that employment shall not include any service not included in “employment” pursuant to M.G.L. c. 151A, § 6.

**Employment Benefits** means all benefits provided or made available to Covered Individuals by an Employer or Covered Business Entity, if any, including, but not limited to, group life insurance, health insurance, disability insurance, sick leave, annual or vacation leave, educational benefits and pensions.

**Exhibit** means any attachment to this policy referred to in the Schedule of Exhibits. Exhibits to this policy include a Schedule of Initial Premium Rates; a Schedule of Benefits ; and a list of the Policyholder Subsidiaries, Affiliates and Divisions.

## DEFINITIONS (continued)

**Family Leave** means leave taken to care for a Family Member with a Serious Health Condition; for a parent to bond with the parent's Child during the first 12 months after the Child's birth, adoption, or Foster Care placement; to care for a Family Member who is a Covered Service Member; or because of a Qualifying Exigency arising out of the fact that a Family Member is on Active Duty or has been notified of an impending call or order to Active Duty in the Armed Forces.

**Family Leave Benefits** means wage replacement paid to a Covered Individual while the Covered Individual is on Family Leave under the Policy.

**Family Member** means the spouse, Domestic Partner, Child, Parent or parent of a spouse or Domestic Partner of the Covered Individual; a person who stood *in loco parentis* to the Covered Individual when the Covered Individual was a minor child; or a grandchild, Grandparent or Sibling of the Covered Individual.

**Financial Eligibility Test** means a demonstration that the individual has satisfied the financial eligibility requirements of Massachusetts Unemployment Insurance law (subsection (a) of section 24 of chapter 151A), provided that all such employment has been localized within Massachusetts. Wages received from multiple Employers or Covered Business Entities within the Base Period can be aggregated to determine financial eligibility for leave.

**FMLA** means the federal Family and Medical Leave Act.

**Former Member of the Armed Forces** means an individual who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released at any time during the five-year period prior to the first date the Covered Individual submits a claim for benefits to care for the former member of the Armed Forces.

**Foster Care** means 24-hour care for Children in substitution for and away from their parents or guardian. Such placement is made by or with the agreement of Massachusetts or any other state, commonwealth, or territory as a result of a voluntary agreement between the parent and guardian that the Child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between Massachusetts or any other state, commonwealth, or territory and foster family that the foster family will care for the Child. Although foster care may be with relatives of the Child, State action is involved in the removal of the Child from parental custody.

**Good Cause** means a demonstration by a party that a failure to comply with a requirement of the PFML Statute and Regulations was due to circumstances beyond the party's control.

**Grandparent** means a parent of the Covered Individual's parents.

**Health Care Provider** means an individual licensed by the state, commonwealth, or territory in which the individual practices medicine, surgery, dentistry, chiropractic, podiatry, midwifery or osteopathy, and including the following:

1. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in by a state, commonwealth, or territory and performing within the scope of their practice as defined under the law of that state, commonwealth, or territory;
2. Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under the law of that state, commonwealth, or territory and who are performing within the scope of their practice as defined under the law of that state, commonwealth, or territory;
3. Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
4. A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of the person's practice as defined under such law.

## DEFINITIONS (continued)

**Intermittent Leave** means leave taken in separate periods of time due to a single Qualifying Reason, rather than for one continuous period of time. Examples of intermittent leave include leave taken on an occasional basis for medical appointments or leave taken several days at a time spread over a period of months.

**Job Protected Leave** means the period of time described in 458 CMR 2.16 (1) immediately following the first date on which an Employee commences the taking of any type of leave that is associated with a Qualifying Reason, regardless of whether an application for benefits has been submitted to Life Insurance Company of North America in connection there with or whether that leave is paid or unpaid. Employees who do not file an application for benefits but use any other type of leave including Accrued Paid Leave or unpaid leave approved by an Employer, leave under a (i) temporary disability policy or program of an Employer; or (ii) paid family or medical leave policy of an Employer; or (iii) an Extended Illness Leave Bank provided by an Employer, and taken for a Qualifying Reason, will be entitled to Job Protected Leave as of the date of commencing such leave and that leave will run concurrently with the leave period provided in M.G.L.c175M.

**Family and Employment Security Trust Fund (“Trust Fund”)** means the Family and Employment Security Trust Fund established in M.G.L. c. 175M, § 7.

**Family and Employment Security Trust Fund (“Trust Fund”) Contributions** means the payments made by an Employer, a Covered Business Entity, or a Covered Individual to the Family and Employment Security Trust Fund, as required by M.G.L. c. 175M.

**Medical Leave** means leave taken by a Covered Individual due to the Covered Individual's Serious Health Condition.

**Medical Leave Benefits** means wage replacement paid to a Covered Individual while the Covered Individual is on Medical Leave under the Policy.

**Minimum Weekly Benefit Amount** means the minimum amount of wage replacement that may be paid to a Covered Individual on a weekly basis while the Covered Individual is on Family or Medical Leave, as provided in the PFML Statute and Regulations (M.G.L. c. 175M, § 3).

**PFML Statute and Regulations** means M.G.L. c. 175M and 458 CMR 2.00.

**Parent** means the biological, adoptive, step- or foster mother or father of the Covered Individual.

**Pay Period** means the shortest pay period used by a business or trade for regular payments to any group of eligible individuals of the business or trade.

**Policy Anniversary** means each of the Policy Anniversary dates as set forth in the Policy Anniversaries provision on the policy face page. The Policy Anniversary is also the renewal date of the policy.

**Policy Month** means the one-month period beginning on the Effective Date shown on the face page of this policy. Subsequent Policy Months will begin on the same day of each subsequent month.

**Policyholder** means the entity listed as the Policyholder on the face page of this policy.

**Premium** means the amount that must be paid to Life Insurance Company of North America for the insurance provided under this policy.

**Premium Due Date** is defined on the face page of this policy.

## DEFINITIONS (continued)

**Proof** means Written evidence satisfactory to Us that a person has satisfied the conditions and requirements for any benefit described in this policy. When a claim is made for any benefit described in this policy, Proof must establish:

1. the nature and extent of the loss or condition;
2. Our obligation to pay the claim; and
3. the claimant's right to receive payment.

Proof must be provided at the claimant's expense.

**Qualifying Earnings** means:

- (a) wages paid to an Employee;
- (b) payments by Covered Business Entities to Covered Contract Workers; and
- (c) earnings from self-employment on which a Self-Employed Individual is making contributions pursuant to 458 CMR 2.06.

**Qualifying Exigency** means 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.

**Qualifying Reason** means any of the following reasons for which a Covered Individual is eligible for:

1. **Medical Leave Benefits:** the Covered Individual's own Serious Health Condition that incapacitates the individual from performing the essential functions of the individual's job.
2. **Family Leave Benefits:** to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement; to care for a Family Member's Serious Health Condition; to care for a family member who is a covered service member; a Qualifying Exigency arising out of a Family Member's Active Duty or impending call to Active Duty in the Armed Forces.

**Reduced Leave Schedule** means a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a Covered Individual.

**Self-Employed Individual** means a sole proprietor, sole member of a limited liability carrier or limited liability partnership or an individual whose net profit or loss from a business is required to be reported to the Massachusetts Department of Revenue; provided, however, that such individual resides in Massachusetts.

**Serious Health Condition** means an illness, injury, impairment or physical or mental condition that involves:

1. inpatient care in a hospital, hospice or residential medical facility; or
2. Continuing Treatment by a Health Care Provider.

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 a program licensed or approved by the Massachusetts Department of Public Health. An absence because of the Employee's abuse of the substance, rather than for treatment, does not qualify for leave.

**Sibling** means the biological, adoptive, stepbrother or stepsister of a Covered Individual.

## **DEFINITIONS (continued)**

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic media, or other durable media and which is consistent with applicable law.

**State Average Weekly Wage** means the average weekly wage in Massachusetts as calculated under Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 29(a)) and determined by the Director of the Massachusetts Department of Unemployment Assistance.

**Wages** means the same as provided in Massachusetts Unemployment Insurance law (M.G.L. c. 151A, § 1(s)).

**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.



## 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 <b>Policyholder</b> 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:

\$0.340 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 Massachusetts, including full-time, part-time, permanent, temporary, on call, per diem or seasonal employees who meet the minimum eligibility requirements under the PFML Statute and Regulations;
- former employees of the Policyholder for not more than 26 weeks after separation or until re-employed, whichever comes first; and
- Massachusetts 1099-MISC contract workers if applicable, if the Policyholder is a Covered Business Entity.

**Class 2:** any other employees of the Policyholder specified by the Policyholder and agreed to by Life Insurance Company of North America

#### **Duration of Paid Leave**

Refer to the section PAID LEAVE BENEFITS for additional information.

**Waiting Period:** 7 calendar days

#### **Medical Leave**

In a Benefit Year, 20 weeks of leave, including any applicable Waiting Period, for Covered Individuals if they are unable to work due to a Serious Health Condition.

#### **Family Leave**

In a Benefit Year, and including any applicable Waiting Period:

- 12 weeks to provide care to a Family Member with a serious health condition;
- 12 weeks to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement;
- 26 weeks for a Qualifying Exigency arising out of the fact that a Covered Individual's Family Member is a current member of the Armed Forces, and;
- 26 weeks of leave to care for a Family Member who is or was a Covered Service Member of the Armed Forces and who requires medical care as a result of an illness or injury related to the family member's active service.

**Maximum Period of Leave:** In a Benefit Year a Covered Individual may take up to 26 weeks of leave, including any applicable Waiting Period, for any combination of periods of authorized leave.

## EXHIBIT 2

### SCHEDULE OF BENEFITS (continued)

#### Benefit Amount

Refer to the section PAID LEAVE BENEFITS for additional information.

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

- 80% 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 is more than 50% of the State Average Weekly Wage.

**Maximum Weekly Benefit Amount:** The maximum weekly benefit amount for any Covered Individual shall be 64% of the then-applicable State Average Weekly Wage, as established by the DFML for each calendar year.

**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