



The Lincoln National Life Insurance Company
Service Center: 8801 Indian Hills Drive, Omaha, NE 68114-4066

COLORADO PAID FAMILY AND MEDICAL LEAVE (PFML) INSURANCE POLICY

Sponsor: Adobe Inc.

Policy Number: GS2-860-038747-CO

Effective Date: January 1, 2024

Term of Policy Coverage: January 1 to December 31

The Policy is conditionally renewable. It may be renewed by Lincoln unless conditions outlined in the Policy occur.

Premiums are due and payable on the Effective Date and the first Day of each following month.

Policy Anniversaries shall be annually beginning on January 1, 2025.

The Lincoln National Life Insurance Company (referred to as Lincoln, We, Our, or Us) agrees to pay the paid Family and Medical Leave benefits provided by this Policy in accordance with its provisions. This Policy is issued in consideration of the payment of premium. This Policy replaces any previous paid Family and Medical Leave Benefits Policy.

This Policy is intended to comply fully and completely with the Colorado Paid Family and Medical Leave Insurance Act ("FAMLI Act"), § 8-13.3-501 et seq., C.R.S. and its implementing Regulations including 7 CCR 1107-5 (collectively, "the Act"), and will be interpreted and applied to be consistent with the requirements of the FAMLI Act. If any provision of this Policy conflicts with or violates the FAMLI Act, the provisions of the FAMLI Act will control, and this Policy will be interpreted and applied to comply with the FAMLI Act, unless the policy provisions are more advantageous to the Covered Individual in which case the policy terms will prevail.

Additional requirements of the Act applicable to Paid Family and Medical Leave in Colorado but not recited herein may be applicable to the Sponsor, Covered Individuals, and/or this Policy.

The benefits under the policy are available to all Covered Individuals employed by the Sponsor localized in Colorado as defined by the Act.

Signed at Lincoln's Home Office, 1301 S. Harrison Street, Fort Wayne, IN 46801-3425.

Handwritten signature of Angela A. Smith in black ink.

SECRETARY

Handwritten signature of Ellen Cooper in black ink.

PRESIDENT

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

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SECTION 2 - AMENDMENTS TO POLICY

Policy Changes

1. This Policy may be changed in whole or in part. Only an officer of Lincoln can approve a change. The approval must be in writing and endorsed on or attached to this Policy.
2. No other person, including an agent, may change this Policy or waive any part of it.
3. Any change to this Policy must be accomplished by an amendatory rider and must comply with the requirements of the FAMILI Act. Amendatory riders must be filed as required by the Division of Insurance for review and approval.
4. The Company must give the Sponsor 90 calendar Days advance written notice of any amendment.

SECTION 3 - NONRENEWAL, TERMINATION, AND REINSTATEMENT OF POLICY

Policy Termination

1. Termination of this Policy under any conditions will not prejudice any claim which occurs while this Policy is in force.
2. If the Sponsor fails to pay any premium within the grace period, this Policy will terminate at 12:00 midnight at the Sponsor's place of business on the last Day of the grace period, subject to the grace period provisions in this Policy. The Sponsor may terminate this Policy by advance written notice delivered to Lincoln at least 31 days prior to the termination Date. This Policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Lincoln for all premiums due and unpaid for the full period for which this Policy is in force.
3. Lincoln may terminate this Policy on any premium due Date by giving written notice to the Sponsor at least 31 days in advance:
 - a. if the number of Covered Individuals insured at renewal is fewer than 25; or
 - b. if the Sponsor fails to provide information on a timely basis or perform any obligations required by this Policy and applicable law; or
 - c. for fraud or any other cause.

Lincoln may non-renew this Policy on the Policy anniversary Date by giving written notice to the Sponsor and the Colorado Department of Labor and Employment (CDLE) at least 90 days in advance.

4. Termination may take effect on an earlier Date if agreed to by the Sponsor and Lincoln.

Policy Reinstatement

If specified by Lincoln in a termination notice, a Policy terminated for nonpayment of premium may be considered for reinstatement without any gap in coverage. To be considered for reinstatement, the Sponsor must provide:

1. the entire past due premium;
2. the reinstatement fee specified in the termination notice; and
3. a completed request for reinstatement (provided by Lincoln with the termination notice);

within 60 Days from the Date of the notice of termination. Reinstatement will only be considered one time.

SECTION 4 - PREMIUMS

Premium Rates

Lincoln has set the premium rate that applies to the coverage(s) provided under this Policy. The premium rate is shown in the Premium Rate Schedule section below. The premiums are calculated from a rate per \$100 of wages, up to the applicable Social Security Wage Base.

A change in the initial premium rate(s) will not take effect within the first 12 months, except that Lincoln may change premium rates at any time for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in the Policy design;
2. a division, subsidiary or Associated Company is added to or deleted from this Policy;
3. when the number of Covered Individuals changes by 15% or more from the number insured on this Policy's effective Date; or
4. a change in existing law which affects this Policy.

No premium may be changed unless Lincoln notifies the Sponsor at least 31 days in advance. Premium changes may take effect on an earlier Date when both Lincoln and the Sponsor agree.

Payment of Premiums

All premiums due under this Policy, including adjustments, if any, are payable by the Sponsor on or before their due Dates at Lincoln's administrative office, or to Lincoln's agent. The due Dates are specified on the first page of this Policy.

If Covered Individuals are required to contribute to the premium, this amount cannot exceed the maximum portion of contributions for Covered Individuals as described in FAMILI Act as follows:

1. from January 1, 2023 through December 31, 2024, this amount cannot exceed 50% of nine-tenths of one percent of wages per Covered Individual; and

All payments made to or by Lincoln shall be in United States dollars.

If premiums are payable on a monthly basis, premiums for additional or increased insurance becoming effective during a Policy month will be charged from the next premium due Date.

The premium charge for insurance terminated during a Policy month will cease at the end of the Policy month in which such insurance terminates. This manner of charging premium is for accounting purposes only. It will not extend insurance coverage beyond a Date it would have otherwise terminated as shown in the "When Coverage Ends" section of this Policy.

If premiums are payable on other than a monthly basis, premiums for additional, increased, reduced or terminated insurance will cause a prorated adjustment on the next premium due Date.

Except for fraud and premium adjustments, refunds of premiums or charges will be made only for:

1. the current Policy year; and
2. the immediately preceding Policy year.

Grace Period

This is the 31 days following a premium due Date, other than the first, during which premium payment may be made. During the grace period this Policy shall continue in force, unless the Sponsor has given Lincoln written notice 31 Days in advance of discontinuance of this Policy.

SECTION 4 - PREMIUMS
(Continued)

Premium Rate Schedule

Paid Family and Medical Leave Insurance Rates

Paid Family and Medical Leave Insurance Rate	\$0.7500 per \$100 of wages, up to the applicable Social Security Wage Base
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Provided insurance is in effect, the above rates are guaranteed until the Policy's first anniversary Date, unless an exception listed in the Premiums section applies. After that, any premium rate increase will be provided in a renewal notice.

SECTION 5 - ELIGIBILITY FOR PAID FAMILY AND MEDICAL LEAVE BENEFITS

Conditions of Eligibility

Beginning January 1, 2024, Employees who qualify as Covered Individuals are eligible to take paid leave under the Act, and to receive plan Benefits during that leave for up to 12 total weeks for the following reasons:

1. birth, adoption, or placement through foster care, caring for a new Child during the first year after birth, adoption, or placement of that Child;
2. caring for a Family Member with a Serious Health Condition;
3. a Serious Health Condition;
4. any Qualifying Exigency leave; or
5. a need for Safe Leave.

Duration of Leave

Maximum Benefit Periods:

<u>Qualifying Reason</u>	<u>Maximum Duration</u>
Due to a birth, adoption, or placement through foster care, is caring for a new Child during the first year after birth, adoption, or placement of that Child	12 weeks in any Application Year
Covered Individual's Serious Health Condition	12 weeks in any Application Year (Up to 4 additional weeks of Benefits are available to a Covered Individual with a Serious Health Condition relating to pregnancy complication or childbirth complications)
Caring for a Family Member with a Serious Health Condition	12 weeks in any Application Year
A Qualifying Exigency arising out of the fact that a Covered Individual's Family Member is a current member of the armed forces	12 weeks in any Application Year
Covered Individual or the Covered Individual's Family Member is in need of Safe Leave	12 weeks in any Application Year

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

Intermittent Leave or Reduced Leave Schedule

A Covered Individual may take intermittent or reduced leave as explained below. Intermittent Leave is subject to the Minimum Increment of Intermittent Leave shown below, and is consistent with the established Policy the Sponsor uses to account for use of other forms of leave.

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. Lincoln must receive from the Health Care Provider a certification that the Intermittent Leave or Reduced Leave Schedule is medically necessary as a condition of coverage.

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 or Reduced Leave for this purpose.

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

**SECTION 5 - ELIGIBILITY FOR PAID FAMILY
AND MEDICAL LEAVE BENEFITS
(Continued)**

Minimum Increment of Intermittent Leave: 1 hour

Benefits are not payable until the Covered Individual accumulates at least eight hours of plan Benefits.

When Coverage Starts

Coverage under this Policy becomes effective on the later of:

1. the effective Date of this Policy;
2. the Date a person becomes a Covered Individual of the Sponsor, as defined in this Policy; or
3. the Date a person becomes eligible for coverage under this Policy, as shown in Section 6.

When Coverage Ends

A Covered Individual will cease to be insured on the earliest of the following Dates:

1. the Date this Policy terminates, but without prejudice to any claim originating prior to the time of termination;
2. the Date the Covered Individual's Employer is terminated from the list of Associated Companies shown in the Schedule of Benefits in this Policy;
3. the Date the Covered Individual is no longer in an eligible class;
4. the Date the Covered Individual's class is no longer included for insurance; and
5. the Date he or she ceases to be a Covered Individual, as defined by this Policy.

SECTION 6 - AMOUNT OF BENEFITS AND PAYMENTS

Schedule of Benefits

Eligibility Requirements For Insurance Benefits

Class 01 - All Covered Individuals of the Sponsor subject to the FMLI Act that are full-time Employees.

Covered Individual Premium Contributions Required: Yes

Associated Companies:

Adobe Systems Federal LLC
345 Park Avenue
San Jose CA 95110
Effective Date: January 1, 2024
FEIN: 80-0177868

Calculation of Weekly Benefit Amount and Use of Wages

Amount of Insurance:

The amount of Family and Medical Leave Insurance Benefits is determined as follows:

(a) The weekly benefit is determined as follows:

(I) The portion of the Covered Individual's Average Weekly Wage that is equal to or less than 50 percent of the State Average Weekly Wage will be replaced at a rate of 90 percent; and

(II) The portion of the Covered Individual's Average Weekly Wage that is more than 50 percent of the State Average Weekly Wage will be replaced at a rate of 50 percent.

(b) The maximum weekly benefit is 90 percent of the State Average Weekly Wage, except that for Paid Family and Medical Leave beginning before January 1, 2025, the maximum weekly benefit is 1,100 dollars.

Lincoln will calculate a Covered Individual's Weekly Benefit Amount based on the Covered Individual's Average Weekly Wage, up to the maximum total benefit established in section 8-13.3-506 (1)(b). If a Covered Individual taking Paid Family and Medical Leave from a job continues working at an additional job or jobs during this time, Lincoln will not consider the Covered Individual's Average Weekly Wage earned from the additional job or jobs when calculating the Covered Individual's weekly benefit amount. A Covered Individual with multiple jobs may elect whether to take leave from one job or multiple jobs.

If the Covered Individual takes leave on an intermittent or reduced schedule, the Weekly Benefit Amount will be reduced in direct proportion to the Intermittent or Reduced Leave schedule.

SECTION 7 - BENEFIT PROVISIONS

Paid Family and Medical Leave Benefits

A Covered Individual may be entitled to Benefits for leave taken from work for the following qualifying reasons.

All presumptions will be made in favor of the availability of leave and the payment of leave Benefits.

Medical Leave

A Covered Individual who is unable to work due to a Serious Health Condition may be eligible for a Medical Leave Benefit for up to the Maximum Benefit Period specified in the Maximum Benefit Periods subsection.

Family Leave

A Covered Individual may be eligible for a Family Leave Benefit for the following qualifying reasons:

1. to provide care to a Family Member with a Serious Health Condition;
2. to bond with a Child during the first 12 months after the Child's birth, adoption, or foster care placement;
3. for a Qualifying Exigency arising out of the fact that a Covered Individual's Family Member is a current member of the armed forces; or
4. 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.

Benefits for bonding with a Child are limited to biological, adoptive, foster parents, step parents, domestic partners and individuals standing In Loco Parentis to the Child.

If a Covered Individual has received Benefits for bonding with a Child to care for a new Child placed through foster care, and the Covered Individual later adopts the Child, the Covered Individual is not entitled to again receive bonding Benefits in relation to the adoption of the same Child.

Safe Leave

A Covered Individual may be eligible for Safe Leave Benefits for up to the Maximum Benefit Period specified in the Maximum Benefit Periods subsection if the Covered Individual or Family Member is a victim of Domestic Violence, Stalking, or Sexual Assault or Abuse.

The Maximum Benefit Periods are specified in the Duration of Leave subsection of Section 5.

Payment Period

Benefits under this Policy may not be conditioned on the Covered Individual first utilizing any available Employer-Provided Paid Leave available from the Sponsor. In any case in which the necessity for leave under the FMLI Act is foreseeable, a Covered Individual shall provide notice to their Sponsor with not less than 30 Days' notice before the date the leave is to begin of the Covered Individual's intention to take leave under the FMLI Act. If the necessity for leave is not foreseeable or providing 30 Days' notice is not possible, the Covered Individual shall provide the notice as soon as practicable. The Covered Individual shall make a reasonable effort to schedule Paid Family and Medical Leave so as not to unduly disrupt the operations of the Sponsor.

Payment of Benefits

Lincoln will make the first payment of plan Benefits to a Covered Individual no later than two weeks after receipt of a claim that has been properly filed, and subsequent payments will be made every two weeks thereafter.

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

For Benefits to be payable, the Covered Individual's absence must be at least 8 cumulative hours.

SECTION 7 - BENEFIT PROVISIONS (Continued)

Sponsor Reimbursement

The Sponsor may qualify for a reimbursement of advance payments made to a Covered Individual when:

1. the Sponsor pays FAMILI wage replacement benefits in advance of an adjudication decision without using any Sponsor-provided paid leave;
2. the Covered Individual applies for Paid Family and Medical Leave insurance benefits; and
3. the Sponsor requests reimbursement from Lincoln prior to Lincoln's payment of benefits to the Covered Individual.

Any wage replacement benefits awarded pursuant to such an application are paid directly to the Sponsor, not to the Covered Individual.

A Sponsor assumes the risk that a Covered Individual for whom it paid FAMILI wage replacement benefits in advance will not apply for Paid Family and Medical Leave insurance benefits, that Lincoln will award wage replacement benefits in an amount less than that which the Sponsor advanced to the Covered Individual, or that Lincoln will award no wage replacement benefits.

If a Sponsor is not reimbursed, or is reimbursed an amount less than that which it paid a Covered Individual, it may not recoup from the Covered Individual the difference between the amount it paid and the amount it was reimbursed.

The Sponsor's prepayment of benefits does not modify the appeal rights or procedures described in 7 CCR 1107-3.

The Sponsor must verify to Lincoln that it proactively paid the Covered Individual a payment designated as a Paid Family and Medical Leave benefit consisting of partial or full wage replacement prior to receiving reimbursement.

Cessation of Benefits

Benefits will cease on the earliest of:

1. the Date the Covered Individual is no longer eligible for Family or Medical Leave or dies;
2. the Date the Covered Individual no longer has a Serious Health Condition;
3. the Date the Covered Individual no longer has a Family Member with a Serious Health Condition; or
4. the Date the Covered Individual has completed the maximum payment period under the Policy.

Intermittent Leave or Reduced Leave Schedule

For the Intermittent Leave or Reduced Leave Schedule, see Section 5.

Minimum Increment Intermittent Leave

For the Minimum Increment Intermittent Leave subsection, see Section 5.

Extension of Paid Leave Benefits

A Covered Individual or their Designated Representative must notify Lincoln within 10 Days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave.

The Covered Individual may submit a request for an extension of paid Family or Medical Leave.

A request for an extension of leave must include the following information:

1. the reason for the extension;

SECTION 7 - BENEFIT PROVISIONS (Continued)

2. the requested duration of the extended leave;
3. the Date on which the Covered Individual provided notice of the request for the extension; and
4. a newly completed or updated health care certification for Paid Family and Medical Leave.

Lincoln will notify the Sponsor of a request for an extension not more than five Business Days following its receipt of a completed request. Lincoln will provide to the Sponsor information it deems necessary that may include:

1. The requested duration for the extension;
2. whether the additional period of leave is continuous, a Reduced Leave Schedule, or an Intermittent Leave schedule; and
3. any other information or record Lincoln deems relevant to verifying and otherwise processing the claim, as long as such information does not violate the FMLI Act.

The Sponsor, within ten business Days from the Date of the notice of the request for extension of leave, must provide all relevant information or records, if requested by Lincoln. This information or records may include the following:

1. whether the Covered Individual will receive any paid leave benefits from the Sponsor during the requested extended leave period;
2. whether the Sponsor has approved or intends to approve the request for extension under the Family and Medical Leave Act or any other policy allowing for paid or unpaid leave; and
3. any other relevant information or records related to the request for extension, including but not limited to, evidence of a fraudulent claim.

Substitution of Employer Provided Paid Leave

The Sponsor may not require the Covered Individual to use any sick or other Employer-Provided Paid Leave or paid time off prior to initiating a claim under this Policy or during the coverage period.

The Sponsor may allow Covered Individuals to use Employer-Provided Paid Leave to supplement their benefits paid by this Policy, only if the Sponsor and the Covered Individual mutually agree. Lincoln does not administer or pay any Employer-Provided Paid Leave that a Covered Individual may use to supplement their paid benefits under this Policy. The Sponsor has sole discretion whether to allow this option. Covered Individuals who choose to use accrued leave paid by the Sponsor are required to follow the Sponsor's notice and certification processes related to the use of this leave.

Covered Individuals who choose to use Employer-Provided Paid Leave are required to follow the Sponsor's notice and certification processes related to the use of this leave.

Continuation of Benefits Following Unemployment

For Covered Individuals who experience subsequent unemployment while receiving benefits:

1. If a Covered Individual is awarded Continuous Leave for an absence caused by a qualifying condition, the duration of the awarded leave is not impacted by subsequent unemployment.
2. If a Covered Individual is awarded Intermittent Leave or Reduced Leave Schedule for an absence caused by a qualifying condition, and subsequently becomes unemployed, the awarded leave terminates upon unemployment, and the Covered Individual may apply for Benefits upon reemployment.

SECTION 8 - CLAIM PROVISIONS

Consent

By submitting an application for Benefits to Lincoln, the Covered Individual consents to Lincoln sharing with the Sponsor, upon the Sponsor's request, limited information necessary for the Sponsor to coordinate PFML Benefits with other benefits for which the Covered Individual is eligible, in accordance with the information-sharing provisions of the FAMLI Act, including the wage replacement amount and the reason for leave. The Sponsor shall not request, and Lincoln shall not provide, information that is not absolutely necessary for such benefit coordination. A Sponsor's request for information not absolutely necessary for such benefit coordination, or a private plan administrator's provision of information not absolutely necessary for such benefit coordination, may constitute discrimination, retaliation, and/or interference in violation of § 8-13.3-509, C.R.S. Lincoln must store and maintain the confidentiality of such information in accordance with all applicable federal, state, and local laws and regulations, and failure to do so may constitute discrimination, retaliation, and/or interference in violation of § 8-13.3-509, C.R.S.

Required Notice by Covered Individuals

1. The Covered Individual must schedule leave in accordance with § 8-13.3-505 (4), C.R.S. and must notify their Employer or Employers of the need for leave in accordance with § 8-13.3-505 (5), C.R.S. For individuals on Intermittent Leave, these scheduling and notice requirements apply to each absence. Notification need not include any specific terms or reference specific provisions of the FAMLI Act or its implementing regulations, but must reasonably implicate qualifying leave under the FAMLI Act to satisfy the notification requirement at § 8-13.3-505 (5), C.R.S.
2. The Sponsor may require the notice to contain the anticipated start time, anticipated duration, and where applicable, anticipated frequency of leave.
3. Such notification must be in the same manner as the Covered Individual and Sponsor typically communicate work availability, and absent unusual circumstances, must comply with the Sponsor's usual and customary notice and procedural requirements for leave, unless those requirements are contrary to rights, Benefits, or protections afforded to the Covered Individual under the FAMLI Act and its implementing rules.
4. The Covered Individual must give the Sponsor not less than 30 calendar Days' notice of the anticipated start Date of Benefits. If the necessity for leave is not foreseeable or providing 30 Days' notice is not possible, the notice must be provided as soon as practicable.
5. For a Covered Individual on Intermittent Leave, scheduling and notice requirements apply to each absence.
6. A Covered Individual must provide notice to Lincoln within 10 Days after the occurrence of any event, or the foreseeability of any event, that could change the amount or duration of approved leave.
7. If a Covered Individual receives a Reduced Leave Schedule or Intermittent Leave, the Covered Individual must submit documentation sufficient to recertify their need for leave every six months, or as requested by Lincoln for claim management purposes. If a Covered Individual fails to recertify, the approval for the leave will expire.

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

The failure to comply with the Sponsor's absence reporting requirements may result in disciplinary action, unless the Sponsor fails to post the program notice required pursuant to C.R.S. 8-13.3-511, in which case the Sponsor may not punish or discipline an employee for failing to provide notice in accordance with C.R.S. 8-13.3-505(5).

Claims Submission Requirements

A Covered Individual or the Covered Individuals Designated Representative may submit a claim for Benefits up to 30 Days prior to the requested Benefit Start Date.

Lincoln must notify the Sponsor of the claim submission within five Business Days of receipt.

If the need for leave is unforeseeable; or if submitting a claim in advance of the leave is otherwise impracticable, a claim may be submitted up to 30 Days after the leave has begun. If a claim is submitted after 30 Days after leave has

SECTION 8 - CLAIM PROVISIONS (Continued)

begun but before 90 Days after leave has begun, Lincoln must consider the application if it includes evidence establishing Good Cause for the Covered Individual's failure to submit the claim within 30 Days.

An application for Benefits must contain:

1. the full name of the Covered Individual taking the leave and/or the full name of the Family Member for whom the Covered Individual will be caring for or bonding with under the requested leave;
2. identifying information for the Covered Individual, such as a Social Security number or Individual Taxpayer Identification number;
3. the anticipated start Date of the leave;
4. the anticipated length of the leave;
5. the type of leave;
6. Sponsor name and identifying information;
7. any required certifications or documentation as shown under Certifications and Documentation Requests below;
and
8. the Covered Individual's expected return Date.

Lincoln may request additional specific information where reasonably necessary to review and process an individual's application for Benefits.

Following an approval of an application for Benefits, if there is a change in relevant circumstances that would justify an extension, reduction, or other modification of the period of leave or the amount of Benefits, the Covered Individual and the Sponsor, has an affirmative obligation to notify Lincoln within 10 calendar days of said change.

Claims Adjudication Process

Information That May Be Requested from the Sponsor

The Sponsor, within ten Business Days from the Date of notice or the filing of a claim for Benefits, must provide Lincoln with all relevant information or records requested by Lincoln.

This information or records may include, but is not limited to, the following:

1. Wage and/or earnings information for the past 12 months;
2. a description of the Covered Individual's position;
3. the Covered Individual's regular work schedule;
4. prior requests/approvals for a qualifying reason under a state or other carrier's plan;
5. amount of paid leave already taken for a qualifying reason during the current Benefit Year under a state or other carrier's plan;
6. whether the Covered Individual will be receiving any other wage replacement benefits;
7. any other relevant information or records related to the application for Benefits or request for extension, including but not limited to, evidence of a fraudulent claim;

SECTION 8 - CLAIM PROVISIONS (Continued)

Payment of Benefits

Unless otherwise stated, the Benefit is payable to the Covered Individual, while living. After the Covered Individual's death, such Benefits will be payable to his or her estate.

Time of Payment of Claims

Lincoln will comply with the time periods and other requirements related to processing and payment of claims that are set forth in the FAMLI Act.

1. Lincoln must promptly examine each claim submitted. If We need more information or documentation to adjudicate the claim, We will make a reasonable effort to promptly obtain the additional information or documentation from the Covered Individual, using the Covered Individual's preferred language and method of contact. Lincoln must allow up to 60 Days for a Covered Individual to provide all information before closing the claim. After 60 Days, Lincoln may take no further action absent a finding of Good Cause based on evidence submitted by the Covered Individual, but must notify the Covered Individual prior to closing the claim, and provide information on how the Covered Individual might establish Good Cause to keep the claim open.
2. All approvals or denials of Benefits must be given in writing to the Covered Individual. Benefits will not begin until a claim is approved.
3. In a claim denial, Lincoln must include an explanation of the reason the Paid Family or Medical Leave claim is denied, and a description of any additional material or information necessary for the Covered Individual to revise the Benefit request with Lincoln. Lincoln must also provide the procedures for requesting an appeal of the determination.

SECTION 9 - CERTIFICATION AND DOCUMENTATION

CERTIFICATIONS AND DOCUMENTATION REQUESTS

All claims for Benefits must be supported by documentation or a certification evidencing that the leave is for a qualifying reason, as shown below.

For leave necessary because of the Claimant's own Serious Health Condition, the Claimant must submit the following documentation with their application:

1. A Serious Health Condition certification form completed and signed by the Health Care Provider; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

For leave necessary to care for a Family Member with a Serious Health Condition, the Claimant must submit the following documentation with their application:

1. A "Serious Health Condition Certification - Family Member Form" completed and signed by the Family Member's Health Care Provider, and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

For leave necessary to care for a Child because of birth, the Claimant must submit the following documentation with their application:

1. proof of birth, which may include a birth certificate, an application for a birth certificate, documentation from a Health Care Provider who provided care during the birth or recovery, or other vital records showing birth;
2. a statement establishing In Loco Parent's status, if applicable; and
3. any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

For leave necessary to care for a Child because of adoption, the Claimant must submit the following documentation with their application:

1. proof of adoption placement, which may include documentation from a court or an adoption agency; and
2. any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

For leave necessary to care for a Child because of placement through foster care, the Claimant must submit the following documentation with their application:

1. Either:
 - a. proof that the Claimant is either a licensed or certified foster parent and the Child has been placed in their care; or
 - b. documentation from a Child placement agency as defined in C.R.S. 26-6-102, the state department of human services, a county department of human services, or a court indicating a kinship or emergency placement was necessary to provide for the immediate care and safety of a minor Child, and the person will be standing In Loco Parentis through a power of attorney or other legal designation; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

**SECTION 9 - CERTIFICATION AND DOCUMENTATION
(Continued)**

For leave due to a need for Qualifying Exigency leave, the Claimant must submit the following documentation with their application:

1. A military exigency leave attestation form completed by the Claimant; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

For leave due to a need for Safe Leave, the Claimant must submit the following documentation with their application:

1. A Safe Leave attestation form completed by the victim or a Family Member of the victim; and
2. Any other reasonable information or documentation necessary to adjudicate the claim for Benefits, as requested by Lincoln.

SECTION 10 - APPEALS

Appeals

Claimants may appeal due to the following events:

1. Lincoln's failure to issue determination of claim for Benefits within 2 weeks of receipt of a complete filing;
2. An adverse determination of claims for Benefits;
3. Lincoln's failure to pay full claim approved;
4. Lincoln's determination that an Employee is disqualified from Benefits due to Our conclusion that the Employee willfully made a false statement or misrepresentation regarding a material fact, or willfully failed to report a material fact, to obtain Benefits;
5. Lincoln's identification and/or collection of an overpayment; or
6. Lincoln's closure of a claim based on Our determination that the claim was not properly submitted in accordance with 7 CCR 1107-3 Section 3.6.7.

Process for Filing an Appeal

If a Paid Family or Medical Leave Benefit claim is denied or any other appealable events occur, the Claimant has the right to appeal to Lincoln within ten calendar Days from the receipt of notice of the determination. The ten-Day appeal filing period may be extended where an individual establishes to the satisfaction of Lincoln that circumstances beyond the individual's control prevented the filing of a request for an appeal within the prescribed ten-Day filing period.

Appeals to CDLE must be submitted in writing within 45 Days of Lincoln's notice of claim denial or any other appealable events.

Appeals to CDLE may be considered after 45 Days of Lincoln's notice of claim denial, but no later than 60 Days after Lincoln's notice of claim denial if the Claimant provides evidence of Good Cause for not submitting within 45 Days.

Appeals must specifically identify the denial being appealed, the Date of the event, a summary of the basis for the appeal, and include any documentation necessary to support the appeal.

The Claimant may forgo the appeals process offered by Lincoln and submit an appeal directly to CDLE using CDLE's "Appeal Request Form."

If a Claimant chooses to file an initial appeal with Lincoln, the Claimant may appeal the outcome of that appeal to CDLE in accordance with 7 CCR 1107-3 Section 3.10.

SECTION 11 - EXCLUSIONS

Exclusions

If an absence from work is caused by circumstances that would entitle an individual to temporary indemnity benefits under the Workers' Compensation Act, the individual is not entitled to Family and Medical Leave Insurance Benefits for that absence.

If an absence from work is caused by circumstances that would entitle an individual to benefits under CESA, the individual is not entitled to Family and Medical Leave Insurance Benefits.

SECTION 12 - DEFINITIONS

“Alternative Base Period” means the last four completed calendar quarters immediately preceding the Benefit Year.

“Application Year” means the 12-month period beginning on the first Day of the Calendar Week in which an individual's benefit start date occurs. The 12-month period is measured backward from the Date an employee uses Paid Family and Medical Leave Insurance Benefits. Under this ‘rolling’ 12-month period, each time an employee takes Paid Family and Medical Leave, the remaining leave entitlement would be the balance which has not been used during the immediately preceding 12 months.

“Average Weekly Wage” means one-thirteenth of the wages paid during the quarter of the Covered Individual's Base Period or Alternative Base Period, in which the total wages were highest. For purposes of calculating Average Weekly Wage, wages include, but are not limited to, salary, wages, tips, commissions, and other compensation as determined by the Director by rule.

“Base Period” means the first four of the last five completed calendar quarters immediately preceding the first Day of the individual's Benefit Year.

“Benefit Start Date” means the first Day the Covered Individual is unable to work for which Benefits are approved.

“Benefit Year” means “Application Year.”

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

“Calendar Week” means any period of seven consecutive Days.

“Child”-- See the definition of Family Member.

“Claimant” means a person who has filed a claim for Paid Family and Medical Leave Insurance Benefits, regardless of whether the person is a Covered Individual pursuant to C.R.S. 8-13.3-503(3).

“Continuous Leave” means one non-recurring uninterrupted period of leave.

“Covered Individual” means any person who:

1. earned at least \$2500 in wages subject to premiums under the FAMLI Act during the person's Base Period or Alternative Base Period; or
2. elects coverage and meets the requirements of section 8-13.3-514;
 - a. meets the administrative requirements outlined in the FAMLI Act and in regulations; and
 - b. submits an application with a claim for Benefits pursuant to section 8-13.3-516 (6)(d).

“Days” means calendar Days unless otherwise specified as a Business Day, as defined by 7 CCR 1107-3. When used with regard to eligibility, Dates and effective Dates, **“Day,” “Date” or “Dates”** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight. When used with regard to termination Dates, it means 12:00 midnight. Day or Date is based on the time at the Sponsor's place of business.

“Designated Representative” means a person or entity legally authorized to make decisions on behalf of a Claimant, with regard to the FAMLI Program. That legal authorization may be through written designation from the Claimant or through legal status as a parent, guardian, conservator, or power of attorney. If the Claimant is unable to file a claim or authorize a Designated Representative due to the Claimant's medical incapacitation, a Claimant's Family Member may serve as a Designated Representative without prior authorization from the Claimant. For Safe Leave applications, the alleged perpetrator of Domestic Violence, Stalking, Sexual Assault, or Sexual Abuse may not be the Claimant's Designated Representative.

“Director” means the Director of the Division.

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

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

“Employee” means any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. For the purposes of the Paid Family and Medical Leave Insurance Act, an individual primarily free from control and direction in the performance of the labor or services, both under the individual's contract for the performance of the labor or services COPFML-23-STL

SECTION 12 - DEFINITIONS (Continued)

and in fact, and who is customarily engaged in an independent trade, occupation, profession, or business related to the labor or services performed is not an "Employee." "Employee" does not include an "Employee" as defined by 45 U.S.C. section 351(d) who is subject to the federal "Railroad Unemployment Insurance Act," 45 U.S.C. section 351 et seq.

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

1. employs at least one person for each working Day during each of twenty or more calendar workweeks in the current or immediately preceding calendar year; or
2. paid wages of one thousand five hundred dollars or more during any calendar quarter in the preceding calendar year.
 - a. **"Employer"** includes:
 - i. a person who acts, directly or indirectly, in the interest of an Employer with regard to any of the Employees of the Employer;
 - ii. a successor in interest of an Employer that acquires all of the organization, trade, or business or substantially all of the assets of one or more Employers; and
 - iii. the state or a political subdivision of the state.
 - b. **"Employer"** does not include the federal government.

"Employer-Provided Paid Leave" means vacation leave, paid sick leave, paid personal leave, and any other employer-paid time off. Employer-provided Paid Leave does not include benefits under a short-term disability policy, long term disability policy, or a Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave.

"Family and Medical Leave Insurance Benefits" or **"Benefits"** means the Benefits provided under the terms of the Paid Family and Medical Leave Insurance Act.

"Family and Medical Leave Insurance Program" or **"Program"** means the program created in section 8-13.3-516.

"Family Member" means:

1. regardless of age, a biological, adopted or foster Child, stepchild or legal ward, a Child of a Domestic Partner, a Child to whom the Covered Individual stood In Loco Parentis, of a person to whom the Covered Individual stood In Loco Parentis when the person was a minor;
2. a biological, adoptive or foster parent, stepparent or legal guardian of a Covered Individual or Covered Individual's Spouse or Domestic Partner or a person who stood In Loco Parentis when the Covered Individual or Covered Individual's Spouse or Domestic Partner was a minor Child;
3. a person to whom the Covered Individual is legally married under the laws of any state, or a Domestic Partner of a Covered Individual as defined in section 24-50-603(6.5);
4. a grandparent, grandchild or sibling (whether a biological, foster, adoptive or step relationship) of the Covered Individual or Covered Individual's Spouse or Domestic Partner; or
5. as shown by the Covered Individual, any other individual with whom the Covered Individual has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

For purposes of caring for a Child because of birth, adoption, or placement through foster care, Child means a person who is either under the age of 18, or between the ages of 18 and 21 and remains under the jurisdiction of a juvenile court.

"Good Cause" shall exist if Lincoln determines that a reasonably prudent individual under the same or similar circumstances would have been prevented from complying with deadlines established by the FAMLI Act and its implementing regulations. In determining whether Good Cause exists, Lincoln shall consider all factors that it deems relevant, including but not limited to:

1. whether the requestor received timely and adequate notice of the need to act;
2. administrative error by Lincoln or its representatives, or the failure of Lincoln or its representatives to discharge its responsibilities;
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;

SECTION 12 - DEFINITIONS (Continued)

6. the total length of time that the action was untimely;
7. whether the delay affects the ability for Lincoln to determine the validity of the request for Paid Family and Medical Leave Insurance Benefits; and
8. good faith error, provided that in determining whether good faith error constitutes Good Cause, Lincoln shall consider any prior history of such errors, whether the request is excessively late, and whether the requestor otherwise acted with due diligence.

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

“In Loco Parentis” means a relationship in which a person puts himself or herself in the situation of a parent by assuming and discharging the obligations of a parent to a Child. Although no legal or biological relationship is necessary, grandparents or other relatives, such as siblings, may stand In Loco Parentis to a Child as long as the relative satisfies the In Loco Parentis requirements. Persons who are In Loco Parentis include those with day-to-day responsibilities to care for or financially support a Child. In determining In Loco Parentis status, Lincoln will consider the age of the Child; the degree to which the Child is dependent on the person; the amount of financial support, if any, provided; and the extent to which duties commonly associated with parenthood are exercised. The fact that a Child has a biological parent in the home, or has a mother and a father, does not prevent an Employee from standing In Loco Parentis to that Child. The FAMLI act does not restrict the number of parents a Child may have. The specific facts of each situation will determine whether an Employee stands In Loco Parentis to a Child.

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

“Paid Family and Medical Leave” means leave taken from employment in connection with Family and Medical Leave Insurance Benefits under this Paid Family and Medical Leave Insurance Act.

“Policy” means this group insurance Policy issued by Lincoln to the Sponsor.

“Qualifying Exigency” means leave based on a need arising out of a Covered Individual’s Family Member’s active duty service or notice of an impending call or order to active duty in the armed forces, including, but not limited to:

1. providing for the care or other needs of the military member's Child or other Family Member;
2. making financial or legal arrangements for the military member;
3. attending counseling;
4. attending military events or ceremonies;
5. spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

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

“Safe Leave” means any leave because the Covered Individual or the Covered Individual's Family Member is the victim of Domestic Violence, the victim of Stalking, or the victim of Sexual Assault or Abuse. Safe Leave under this Paid Family and Medical Leave Insurance Act applies if the Covered Individual is using the leave from work to protect the Covered Individual or the Covered Individual's Family Member by:

1. seeking a civil protection order to prevent Domestic Violence pursuant to sections 13-14-104.5, 13-14-106, or 13-14-108;

SECTION 12 - DEFINITIONS (Continued)

2. obtaining medical care or mental health counseling or both for himself or herself or for his or her children to address physical or psychological injuries resulting from the act of Domestic Violence, Stalking, or Sexual Assault or Abuse;
3. making his or her home secure from the perpetrator of the act of Domestic Violence, Stalking, or Sexual Assault or Abuse, or seeking new housing to escape said perpetrator; or
4. seeking legal assistance to address issues arising from the act of Domestic Violence, Stalking, or Sexual Assault or Abuse, or attending and preparing for court-related proceedings arising from said act or crime.

"Separate Bank of Time Off Solely for the Purpose of Paid Family and Medical Leave" means time off provided by an employer which may only be used for a purpose listed in C.R.S. § 8-13.3-504(2), including but not limited to, paid parental leave, and paid leave under C.R.S. § 24-34-402.7, and is separate from employer-provided paid leave defined in 7 CCR 1107-4 Section 4.2.2.

"Serious Health Condition" is an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a Health Care Provider.

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

"Sponsor" means the entity to whom this Policy is issued.

"Stalking" means any act as described in C.R.S. section 18-3-602.

"State Average Weekly Wage (SAWW)" means the State Average Weekly Wage determined in accordance with C.R.S. section 8-47-106.

"We," "Our," or "Us" refer to the Company or Lincoln.

"Weekly Benefit Amount" means the amount of wage replacement that will be paid to a Covered Individual while the Covered Individual is on Family or Medical Leave under the terms of this Policy. The Weekly Benefit Amount will be based on the SAWW in effect at the time a claim initiates. The Weekly Benefit Amount will change based on SAWW updates for a claim in effect prior to the SAWW change. If some other circumstance triggers a recalculation of the Weekly Benefit Amount, the recalculation will take into consideration the SAWW in effect at that time for the Dates of the approved leave. If the SAWW changes during the course of an Application Year, the Weekly Benefit Amount will be calculated using the updated SAWW for a claim initiating on and after the effective Date of the SAWW change.

SECTION 13 - GENERAL PROVISIONS

Assignment

No assignment of any present or future right or benefit under this Policy will be allowed.

Complete Contract

This Policy is the entire contract. It consists of:

1. all of the pages; and
2. the attached signed application of the Sponsor; and
3. any approved amendments.

Conformity with State Statutes

Any provision of this Policy which, on its effective Date, is in conflict with the statutes of the governing jurisdiction of this Policy is hereby amended to conform to the minimum requirements of such statute.

Furnishing of Information - Access to Records

1. The Sponsor will furnish at regular intervals to Lincoln:
 - a. information relative to Covered Individuals:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this Policy that may be reasonably required.

The Sponsor's records which, in the opinion of Lincoln, have a bearing on the insurance will be opened for inspection at any reasonable time.

2. Clerical error or omission will not:
 - a. deprive a Covered Individual of insurance;
 - b. affect a Covered Individual's amount of insurance; or
 - c. affect or continue a Covered Individual's insurance which otherwise would not be in force.

Incontestability

The validity of this Policy shall not be contested, except for non-payment of premiums, after it has been in force for two years from the Date of issue.

Statements

In the absence of fraud, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by the Sponsor in applying for this Policy will make it void unless the representation is contained in the signed application.