



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

## CONNECTICUT PAID FAMILY AND MEDICAL LEAVE (PFML) INSURANCE POLICY

**Sponsor:** Adobe Inc.

**Policy Number:** GS3-860-038747-CT

**Effective Date:** January 1, 2022

**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, 2023.

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.

The Policy is intended to cover paid Family and Medical Leave Benefits in accordance with the Connecticut Paid Family and Medical Leave Insurance Authority ("CT Paid Leave Authority" or "Authority") standards. If any Policy provisions do not conform to the requirements of sections 31-49e through 31-49t of the Connecticut General Statutes and the policies promulgated by the CT Paid Leave Authority (hereinafter respectively referred to as "the CT Paid Leave Act and policies"), We are required to administer paid benefits consistent with the CT Paid Leave Act and policies. If there are any changes, amendments, or regulatory clarifications to the CT Paid Leave Act and policies, then the Policy will be considered consistent with the relevant changes, amendments, or clarifications and all claims practices will be updated to be in compliance with the new requirements. The CT Paid Leave Act and policies differ from the provisions of the federal Family and Medical Leave Act ("FMLA"). The provisions of this Policy must conform with the requirements of the CT Paid Leave Act and policies. If there are any conflicts between the Policy and the CT Paid Leave Act and policies, the CT Paid Leave Act and policies will be the controlling requirements, unless the Policy provisions are more advantageous to the Covered Employee in which case the Policy terms will prevail.

If Lincoln elects to terminate this Policy for any reason other than non-payment of premium, We must provide at least 90 Days' notice to the Sponsor and to the CT Paid Leave Authority prior to termination. If We terminate for non-payment of premium, notice must be provided to the Sponsor and the CT Paid Leave Authority no greater than 3 business days following termination, unless the Policy is reinstated prior to that Date. If We elect to non-renew a Policy, We must provide at least 120 Days' notice to the Sponsor and to the CT Paid Leave Authority prior to non-renewal. If this Policy is terminated during the term of a CT Paid Leave Authority-approved exemption period and the Sponsor does not obtain approval from the CT Paid Leave Authority to provide private plan coverage from another source (either its own self-insured private plan or another carrier's fully insured private plan), the Sponsor may be required to remit contributions for its entire payroll retroactive to the later of either January 1, 2021, or the start Date of the Sponsor's approved exemption. The Sponsor may be required to repay to the CT Paid Leave Trust Fund ("Trust Fund") the cost of total amount of benefits paid to Covered Employees who received benefits from the Trust Fund and it may be subject to additional interest and penalties established by the CT Paid Leave Authority for not maintaining a private plan. An employee covered under the Policy retains all rights under Conn. Gen. Stat. §§ 31-51kk to 31-51qq, inclusive.

If the Sponsor requires contributions toward premiums from Covered Employees, this amount cannot exceed the maximum employee contribution percentage nor the Social Security contribution and benefit base as described in the CT Paid Leave Act and policies. This maximum contribution percentage is subject

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to an annual adjustment by the CT Paid Leave Authority as specified in Conn. Gen. Stat. §31-49g(b). The percentage of wages withheld or diverted from employees for contributions shall not be increased, except on an anniversary of the effective date of a private plan or within thirty days after the state adjusts the contribution rate.

Signed at Lincoln's Group Insurance Service Office in Omaha, Nebraska.

  
SECRETARY

  
PRESIDENT

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## **SECTION 1 - SCHEDULE OF BENEFITS**

### **ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS**

All Covered Employees of the Sponsor subject to the CT Paid Leave Act and policies

**Covered Employee Premium Contributions Required:** Yes

**SECTION 1 - SCHEDULE OF BENEFITS  
(Continued)**

**PAID FAMILY AND MEDICAL LEAVE COVERAGE**

**Amount of Insurance:**

- (a) 95% of the Covered Employee's Base Weekly Earnings up to an amount equal to forty times the minimum fair wage, as defined in section 31-58 of the Connecticut general statutes; and
- (b) 60% of that Covered Employee's Base Weekly Earnings above an amount equal to forty times the minimum fair wage; not to exceed an amount equal to sixty times the Connecticut minimum fair wage, less Other Income Subject to Deduction as outlined in Section 5. Benefits are available on a prorated basis, in accordance with the work week, as defined in section 31-51q-16 of the Regulations of State Agencies.

If the Covered Employee 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 1 - SCHEDULE OF BENEFITS (Continued)

### Maximum Benefit Periods:

<u>Qualifying Reason</u>	<u>Maximum Duration</u>
Covered Employee's Serious Health Condition, including pregnancy and organ or bone marrow donation	12 weeks in any rolling 12-month period measured backward
Bonding with a Child during the first 12 months after the Child birth, Adoption, or Foster Care placement	12 weeks in any rolling 12-month period measured backward
Caring for a Family Member with a Serious Health Condition	12 weeks in any rolling 12-month period measured backward*
A Qualifying Exigency arising out of the fact that an Employee's Family Member is a current member of the Armed Force	12 weeks in any rolling 12-month period measured backward
Caring 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	12 weeks in any rolling 12-month period measured backward
Family Violence suffered by the Covered Employee	12 Days in any rolling 12-month period measured backward
Any combination of periods of authorized leave	12 weeks in any rolling 12-month period measured backward*

\*Up to 2 additional weeks of benefits are available for Serious Health Conditions resulting in Incapacitation during pregnancy.

### Minimum Increment of Intermittent Leave:

Minimum Increment of Intermittent Leave for Covered Employee's Serious Health Condition:	1 minute
Minimum Increment of Intermittent Leave for Bonding with a Child during the first 12 months after the Child birth, Adoption, or Foster Care placement	8 hours
Minimum Increment of Intermittent Leave for Caring for a Family Member with a Serious Health Condition	1 minute
Minimum Increment of Intermittent Leave A Qualifying Exigency arising out of the fact that an Employee's Spouse, Child, or Parent is a current member of the Armed Forces	1 minute

**SECTION 1 - SCHEDULE OF BENEFITS  
(Continued)**

Minimum Increment of Intermittent Leave for 1 minute  
Caring 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

## SECTION 2 – PREMIUM RATE SCHEDULE

### **Paid Family and Medical Leave Insurance Rates**

Paid Family and Medical Leave Insurance Rate	\$.127 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 3 - EFFECTIVE DATES FOR PAID FAMILY AND MEDICAL LEAVE COVERAGE**

### **Effective Date of Coverage**

Coverage under this Policy becomes effective on the later of:

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

## SECTION 4 - BENEFIT PROVISIONS

### PAID FAMILY AND MEDICAL LEAVE BENEFITS

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

#### Medical Leave

A Covered Employee 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 Schedule of Benefits.

#### Family Leave

A Covered Employee 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 Employee'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.

The Maximum Benefit Periods are specified in the Schedule of Benefits.

#### Family Violence Leave

A Covered Employee who has suffered Family Violence may be eligible for a Family Violence Leave benefits for up to the Maximum Benefit Period specified in the Schedule of Benefits.

#### Benefit Amount

The calculation of benefit amounts is as shown in the Schedule of Benefits.

The Sponsor, not the Covered Employee, is required to submit all wage information to Lincoln.

If this information is not readily available from the Sponsor, Lincoln will obtain it in a manner prescribed by the Authority.

#### Lump Sum Payments

Unless the approved leave is less than or equal to the payment frequency duration, benefits cannot be paid in a lump sum. The only exception to this rule is if the lump sum is necessary to pay benefits to which the Covered Employee became entitled prior to the claim determination.

## **SECTION 4 - BENEFIT PROVISIONS**

(Continued)

### **How Benefit Payments Start**

Benefits will begin when Lincoln receives all of the required information from the Covered Employee and all of the information required from the Sponsor as described in Section 10 - Claim Provisions, and verifies the Covered Employee's eligibility. Refer to the Claim Provisions section for more information.

### **When Payments End**

Benefits will end on the earliest of:

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

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

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

For Medical Leave due to the Covered Employee's own Serious Health Condition, including acting as an organ/bone marrow donor, income replacement compensation may be provided on an Intermittent or Reduced Leave Schedule. 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 to care for a Family Member's Serious Health Condition or to care for a Family Member who is a Covered Service Member, income replacement compensation may be provided on an Intermittent or Reduced Leave Schedule. 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, income replacement compensation may be provided on an Intermittent or Reduced Leave Schedule if the Covered Employee elects to take Intermittent Leave for this purpose.

For Family Leave to bond with a Child during the first twelve months after the Child's birth, Adoption, or Foster Care placement, income replacement compensation may be provided on an Intermittent or Reduced Leave Schedule only if the Sponsor and the Covered Employee mutually agree. Lincoln will assume that there is such agreement upon receipt of the claim request from the Employee. When needed, Lincoln will validate that agreement has been reached with the Employer as a condition of paying benefits.

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

### **Extensions of Initially Approved Leave**

## SECTION 4 - BENEFIT PROVISIONS (Continued)

The Covered Employee who is currently on approved leave may request an extension of the initial approval period.

The Covered Employee must provide notice to Lincoln requesting an extension of leave no later than 14 calendar Days prior to the Date of expiration of the original approved leave. If the notice cannot be provided within 14 calendar Days, Lincoln will allow a late filed request for an extension, if Good Cause is shown.

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

1. the reason for the extension;
2. the requested duration of the extended leave;
3. the Date on which the Covered Employee provided notice of the request for the extension; and
4. a newly completed or updated health care certification or supporting document consistent with the provisions applicable to the rights of Employers as set forth in Conn. Gen. Stat. 31-51mm.

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 newly request 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.

The Sponsor, within five 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 Employee 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.

### **Use of Sponsor-Provided Sick Time, Other Accrued Paid Leave or Other Paid Time Off**

Covered Employees are permitted to use sick time, other Accrued Paid Leave or other paid time off during a requested leave. Lincoln does not administer or pay any Accrued Paid Leave or other paid time off that Covered Employees may use to supplement their paid benefits under this Policy. Covered Employees who choose to use Accrued Paid Leave or other paid time off provided by the Sponsor are required to follow the Sponsor's notice and certification processes related to the use of this leave.

## **SECTION 4 - BENEFIT PROVISIONS**

(Continued)

In the event that the Sponsor requires the use of sick or other Accrued Paid Leave or paid time off, an employee who is taking leave pursuant to Conn. Gen. Stat. §§ 31-51kk et seq. is able to retain not less than two weeks of such paid time off, as required by Conn. Gen. Stat. § 31-51ll(e).

When a Covered Employee's earned or Accrued Paid Leave with the Employer is not substituted for the entire period of unpaid leave to which the employee is entitled under Conn. Gen. State 31-51kk et seq, the employee will receive income-replacement benefits under the Policy for all or part of any unpaid federal FMLA or Connecticut FMLA leave.

When the earned or Accrued Paid Leave is equal to the Covered Employee's regular rate of compensation, such that the Employee does not qualify for benefits under the Policy, such day or days shall not count against the Employee's maximum allotment of income replacement benefits in a 12-month period.

When the earned or Accrued Paid Leave is less than the Covered Employee's regular rate of compensation, such that the Employee elects to utilize such paid leave to supplement the benefits received under the Policy, such day or days shall count against the Employee's maximum allotment of income replacement benefits in a 12-month period.

### **Benefits for Former Employees**

For covered persons who have been separated from an Employer for any reason within the 12 weeks prior to the first Date of a requested leave:

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

### **Verification of Wages**

If the Policy requires the employee to meet financial eligibility requirement set forth in the definition of "Covered Employee" set forth in subsection (4) of 31-49e of the Connecticut General Statutes, Lincoln may require a Covered Employee or the Employer to provide verification of wages earned with the Employer. Absent Good Cause for a delay, such verification should be provided by the Employer no more than 5 business Days from the date of the request.

## SECTION 5 - OFFSETS TO POLICY BENEFITS DUE TO OTHER INCOME

### **Other Income Subject to Deduction**

The Weekly Benefit Amount may be reduced by the amount of wages or wage replacement that a Covered Employee on family or medical leave receives for that period from the Employer

Total compensation received by the employee under the Policy and other Employer-provided employment benefits cannot exceed such employee's regular rate of compensation.

## SECTION 6 - EXCLUSIONS

### **Exclusion**

Employees may not receive benefits under the Policy concurrently with Unemployment Insurance, Workers Compensation, or any other federal or state program that provides wage replacement. Income is deemed to be received concurrently with paid leave benefits if it is payable due to the same period of time that the Covered Employee is receiving paid leave benefits.

## SECTION 7 - 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 Section 2 - Premium Rates Schedule. 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 Persons 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 90 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.

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 "Coverage Termination" provision 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.



**SECTION 7 - PREMIUMS**  
(Continued)

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. Lincoln has the right to seek payment of pro rata premium for the period of time that the Policy remained in force.

## SECTION 8 - TERMINATION PROVISIONS

### Coverage Termination

A person covered under this Policy 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 Employee's Employer is terminated from the list of Associated Companies shown in the Schedule of Benefits in this Policy;
3. for persons other than statutorily Covered Employees, the Date the person is no longer in an eligible class;
4. for persons other than statutorily Covered Employees, the Date the person's class is no longer included for insurance; and
5. the Date a Covered Employee ceases to be a Covered Employee, as defined by this Policy.

## SECTION 8 - TERMINATION PROVISIONS

(Continued)

### Policy Termination

1. Termination of this Policy under any conditions will not prejudice any claim which occurs while this Policy is in force, including any approved extensions for the same leave regardless of whether the Policy was in force at time of extension.

Following termination of the Policy, benefits may terminate if:

- a. a new medical certification is required due to the expiration of the previously submitted certification; or
  - b. 12 months have passed from the Date paid leave benefits were initially provided for that leave.
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. Lincoln will provide notice to the Sponsor and the CT Paid Leave Authority no later than 3 business Days following termination for non-payment, unless the Policy is reinstated prior to that date. The Sponsor may terminate this Policy by advance written notice delivered to Lincoln and the CT Paid Leave Authority 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 not terminate this Policy during the first 12 months that coverage is in force unless the Sponsor fails to fulfill their obligations under the Policy, including failure to pay premiums (subject to the Grace Period provision). After the first 12 months that coverage is in force, Lincoln may terminate this Policy for reasons other than non-payment of premium on any premium due Date by giving written notice to the Sponsor and the CT Paid Leave Authority at least 90 Days in advance:
    - a. if the number of Covered Employees insured at renewal is fewer than 25; or
    - b. for fraud or any other cause.

Lincoln may non-renew this Policy on any premium due Date by giving written notice to the Sponsor and the CT Paid Leave Authority at least 120 Days in advance.

The notice will explain the reason the Policy is being terminated.

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

## SECTION 8 - TERMINATION PROVISIONS

(Continued)

### **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.

Lincoln will notify the CT Paid Leave Authority if it agrees to reinstate the Policy.

## SECTION 9 - GENERAL PROVISIONS

### Assignment

No assignment of any present or future right or benefit under this Policy will be allowed, unless such assignment is required by operation of law, such as child support.

### Complete Contract - Policy Changes

1. This Policy is the entire contract. It consists of:
  - a. all of the pages; and
  - b. the attached signed Application of the Sponsor.
2. 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.
3. No other person, including an agent, may change this Policy or waive any part of it.
4. If any amendments are not consistent with the CT Paid Leave Act and policies, the CT Paid Leave Authority may withdraw the approval of a private plan exemption. If an exemption is withdrawn, the Sponsor shall be required to remit contributions for its entire payroll retroactive to January 1, 2021, or the start Date of the Sponsor's approved exemption, if later, and the Sponsor may be required to repay to the Trust Fund the cost of total amount of benefits paid to Covered Employees who received benefits from the Trust Fund and it may be subject to additional interest and penalties established by the CT Paid Leave Authority for not maintaining a private plan.
5. All proposed material amendments during a Policy term will be sent to the Sponsor by Lincoln prior to the proposed effective change. When required by the CT Paid Leave Act and policies, a new vote of employees and new request for approval from the CT Paid Leave Authority will be required. Such notice and vote need not be provided if the amendment is required due to a change in the CT Paid Leave Act and policies.

### 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.

## SECTION 9 - GENERAL PROVISIONS (Continued)

### **Furnishing of Information - Access to Records**

1. The Sponsor is required to keep a record of the essential details of the private insurance coverage that applies to Covered Employees, which may include wage or payment history if the Covered Employee's wages are used to determine the benefit amount and/or premium amount. The Sponsor is required to furnish the required information to Lincoln within 15 business days.
2. The Sponsor will furnish at regular intervals to Lincoln:
  - a. information relative to Covered Employees:
    - 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.

3. Clerical error or omission will not:
  - a. deprive a Covered Employee of insurance;
  - b. affect a Covered Employee's Amount of Insurance; or
  - c. affect or continue a Covered Employee's insurance which otherwise would not be in force.
4. Covered Employees have the right to examine the Policy upon request, at a reasonable time and location.

### **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.

## SECTION 10 - CLAIM PROVISIONS

### Notice of Claim

A Covered Employee should give notice to Lincoln and the Sponsor of the Date the Employee seeks to begin receiving paid leave benefits. Notice should be provided not less than the maximum period allowed by statute:

1. 7 calendar Days for leaves related to Family Violence; and
2. 30 calendar Days for all other leaves;

or as soon as practicable if a delay is beyond the Covered Employee's reasonable control.

If notice is not given, and no Good Cause is provided for lack of notice, then Lincoln may wait until the notice period has expired before paying benefits. If the notice period extends beyond the end of the leave, then benefits may not be payable.

In the case of Medical Leave when planning medical Treatment, the Covered Employee must consult the Sponsor to schedule Treatment that will not unduly disrupt the Sponsor's operations.

### Application for Benefits

An application for benefits must contain:

1. the full name of the Covered Employee taking the leave and/or the full name of the Family Member for whom the Covered Employee will be caring for or bonding with under the requested leave;
2. identifying information for the Covered Employee, 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 denied, granted, or pending requests for leave for a qualifying reason from the Sponsor during the last 12 months;
8. any required certifications or documentation as shown under Certifications and Documentation Requests below; and
9. the Covered Employee's expected return Date.

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

Lincoln will contact the Sponsor within five Days of an application for benefits to collect information relevant to the claim.

## **SECTION 10 - CLAIM PROVISIONS**

(Continued)

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 Employee and the Sponsor, has an affirmative obligation to notify Lincoln within 14 calendar Days of said change.

### **Consent**

The individual filing an application for benefits may be required to provide consent to Lincoln to share information with the Sponsor and with the Health Care Provider in order to process the claim.

### **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. If there is a conflict between the Policy terms and the certification and documentation that employers may require pursuant to Section 31-51mm of the Connecticut General Statutes and related regulations, or pursuant to the CT Paid Leave Act and policies the terms of the latter statutes, regulations or CT Paid Leave Act policies prevail.

#### **For Medical Leave for the Individual's Own Serious Health Condition**

For Medical Leave Benefits, the Covered Employee may be required to provide certification of Serious Health Condition from a Health Care Provider that includes:

1. a statement that the Covered Employee has a Serious Health Condition, including that they are an organ or bone marrow donor;
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 Employee is incapacitated from work due to the Serious Health Condition, including due to organ or bone marrow donation;
5. where the application for benefits is for leave on an Intermittent or Reduced Leave Schedule, information regarding the need for Intermittent Leave or Reduced Leave Schedule and an estimate of the frequency and duration of leave needed; and
6. other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations. .

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

For Family Leave Benefits to care for a Family Member with a Serious Health Condition, the Covered Employee may be required to provide certification from a Health Care Provider that may include:

1. the name and address of the Family Member;
2. a statement that the Family Member has a Serious Health Condition;
3. the Date on which the Family Member's Serious Health Condition commenced;
4. the probable duration of the Family Member's Serious Health Condition;



## SECTION 10 - CLAIM PROVISIONS (Continued)

5. a statement that the Covered Employee is Needed to Care for the Family Member;
6. an estimate regarding the frequency and anticipated duration of time that the Covered Employee is Needed to Care for the Family Member; and
7. other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations.

Lincoln may also ask the Covered Employee for:

1. a statement confirming the relationship between the Covered Employee and the Family Member; and
2. information from the Covered Employee that proves to the satisfaction of Lincoln the identity of the Family Member.

### **For Family Leave to Bond with a Newborn Child**

For Family Leave Benefits for the birth of a Child, the Covered Employee may be required to provide:

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.

Lincoln may also require other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations.

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

For Family Leave for the placement of a Child for Adoption or Foster Care, the Covered Employee may be required to provide a certification from the Child's Health Care Provider or from an adoption or foster care agency involved in the placement or the Connecticut Department of Children and Families that confirms the placement and the Date of placement, and other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations.

The Covered Employee may be required to also provide Lincoln with written notice of any change of status as an adoptive or foster Parent while an application for benefits is pending or while the Covered Employee is receiving benefits, within five business Days of such change in status.

### **For Family Leave for a Qualifying Exigency Arising out of a Family Member Who Is on Active Military Duty or Has Been Notified of an Impending Call or Order to Active Duty in the Armed Forces**

For Family Leave Benefits for a Qualifying Exigency, the Covered Employee may be required to provide:

1. a copy of the Family Member's active-duty orders; a letter of impending activation from the Family Member's commanding officer; or other documentation in circumstances where, for Good Cause shown, the Covered Employee is unable to produce the active-duty orders or letter of impending activation;

## SECTION 10 - CLAIM PROVISIONS (Continued)

2. a statement of the family relationship between the Covered Service Member and the Covered Employee requesting benefits;
3. information from the Covered Employee that proves to the satisfaction of Lincoln the identity of the Family Member;
4. the name and address of the Family Member being cared for;
5. the Dates or period of time for which leave is requested, including frequency and duration of leave;
6. a description of the reason for the Qualifying Exigency Leave;
7. any available written documentation which supports the need for leave (e.g., a document confirming the service member's Rest and Recuperation leave; a document confirming an appointment with a third party, copy of a bill for services for handling legal or financial affairs, etc.);
8. if leave is needed to meet with a third party (e.g., childcare, financial advisor, military event, etc.), the name, address and contact of the individual/organization and a written description of the meeting; and
9. other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations.

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

For Family Leave Benefits to care for a Family Member who is Covered Service member, the Covered Employee may be required to provide certification from the Covered Service Member's Health Care Provider that includes:

1. the Date on which the Covered Service Member's Serious Health Condition commenced;
2. the probable duration of the Serious Health Condition;
3. a statement that the Covered Employee is Needed to Care for the Family Member;
4. an estimate of the amount of time the Covered Employee will be Needed to Care for the Covered Service Member;
5. an attestation by the Covered Service Member's Health Care Provider and the Covered Employee that the Serious Health Condition arises from the Covered Service Member's active duty in military service;
6. an statement of the family relationship between the Covered Service Member and the Covered Employee;
7. information from the Covered Employee that proves to the satisfaction of Lincoln the identity of the Family Member;
8. the name and address of the Family Member being cared for; and

## **SECTION 10 - CLAIM PROVISIONS**

(Continued)

9. other such information that is permitted to be obtained pursuant to Section 31-51 mm of the Connecticut General Statutes and related regulations.

Lincoln will accept as an alternative form of certification an Invitational Travel Order (ITO), or Invitational Travel Authorization (ITA) issued by the Department of Defense to any Family Member to join an injured or ill service member at his or her bedside. An ITO or an ITA constitutes automatic certification of military status and Serious Health Condition.

1. Lincoln will accept the ITO or ITA as complete and sufficient certification of the need for leave, even if the Covered Employee's own name is not on it.
2. Lincoln may require proof of a covered family relationship between the Covered Employee and service member.
3. If the Covered Employee needs leave beyond the expiration date of the ITO or ITA, Lincoln may require certification of status via normal procedures.

### **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. Lincoln may consider failure by the Employer to provide such information as a failure to fulfill its obligations under the Policy. If the Covered Employee consents, Lincoln may rely on the information provided by the Covered Employee in order to determine eligibility and amount of paid leave compensation.

This information or records may include the following:

1. whether the Covered Employee will receive any paid leave benefits from the Employer during the requested leave period;
2. wage information during the Base Period;
3. information about Dates worked by employee, if relevant to claim administration;
4. previously approved claims for paid leave benefits received by the employee within the prior 12 months;
5. whether the Sponsor has approved or intends to approve the request for leave under the Family and Medical Leave Act or any other policy allowing for paid or unpaid leave; and
6. any other relevant information or records related to the request for leave, including but not limited to, evidence of a fraudulent claim.

### **Information the Sponsor May Request from Lincoln**

The Sponsor is allowed to request records of the duration of approved leaves taken by their employees during the prior 12 months. Sponsors are also entitled to any information that Lincoln possesses which is necessary in order for the Employer to comply with the CT Paid Leave Act and policies.

## SECTION 10 - CLAIM PROVISIONS (Continued)

### **Payment of Benefits**

Benefits will be paid weekly. Unless otherwise stated, the benefit is payable to the Covered Employee, while living. Except in the case of [self-employed individuals or] sole proprietors who are both employee and employer, benefits are not allowed to be paid to the Employer. After the Covered Employee'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 CT Paid Leave Act and policies.

Decisions on a claim for paid leave benefits will be made within 5 business Days of receipt of a complete application, including complete and sufficient certifications, if required. If the application is incomplete or insufficient, Lincoln will notify the employee of the information necessary to complete the claim no later than 5 business Days from the receipt of the incomplete or insufficient documentation.

Claim payments to a Covered Employee will be paid not more than 15 calendar Days after approving an application, unless that determination occurs more than 15 calendar Days before the onset of leave or the employee meets the eligibility requirements, in which case Lincoln will commence payment of leave benefits as soon as leave or eligibility begins.

### **Right of Recovery**

Lincoln has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by Lincoln in processing a claim; or
3. the Covered Employee's receipt of any Other Income Subject to Deduction (see Section 5).

Lincoln may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this Policy;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Subject to Deduction (see Section 5), whether on a periodic or lump sum basis.

It is required that full reimbursement be made to Lincoln.

### **Claim Denials**

If a claim is denied, the employee will be provided with, at a minimum:

1. the specific reason for the denial;

## SECTION 10 - CLAIM PROVISIONS (Continued)

2. the specific law or section of the Policy that caused the denial;
3. what documentation was relied on for the denial;
4. what documentation can be provided, if any, to reconsider the denial; and
5. reference to the reconsideration, appeal process and timeframes.

### **Reconsideration and Appeals**

If a paid family or medical leave claim is denied, the Covered Employee may request a reconsideration of the determination via Lincoln's reconsideration process before a Covered Employee exercises the right to appeal a denial of the claim to Connecticut Department of Labor ("CT DOL"). The reconsideration process is available both for denial of leave entirely, or for another adverse determination, such as approval of a leave duration that is less than the requested duration or benefit payment amount that is disputed. The Covered Employee has the right to send a request for reconsideration to Lincoln within fifteen calendar Days from the receipt of notice of the determination. The fifteen-Day reconsideration 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 a reconsideration within the prescribed fifteen-Day filing period.

If the reconsideration results in a denial of compensation, or if the Covered Employee prefers not to request reconsideration, the Covered Employee has the right to appeal a denial of the claim to the CT DOL. Covered Employees may contact the CT DOL as shown below:

Phone: (860)-263-6970

Website: <https://portal.ct.gov/DOLUI/newfmlguidance>

Address:

CT DOL Appeals Division

38 Wolcott Hill Road

Wethersfield, CT 06109

The private plan administrator and Sponsor are required to furnish the CT DOL with all application for benefits documentation that is retained by the private plan administrator or Employer within ten (10) business Days of the request by the CT DOL relevant to an appeal of a denial of or dispute over family or medical leave benefits by the Employee.

## SECTION 11 - DEFINITIONS

**“Accrued Paid Leave”** means leave earned by or otherwise provided to a Covered Employee pursuant to a benefit plan or policy offered by the Sponsor, including, but not limited to, sick leave, annual leave, vacation leave, personal leave, compensatory leave or paid time off. Accrued Paid Leave does not include (i) a disability policy or program of the Sponsor; (ii) a paid family, or medical leave policy of the Sponsor; or (iii) other Sponsor-paid leaves that are not earned over time.

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

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

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

**“Caregiver Leave”** means leave taken by an employee who is Needed to Care for a Family Member who has a Serious Health Condition.

**“Child,” “Son” or “Daughter”** means a biological, adopted or foster child, stepchild, a legal ward, or child of a person standing *In Loco Parentis*, of any age.

**“Continuing Treatment 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 calendar Days, and any subsequent Treatment or period of Incapacity relating to the same condition, that also involves:
  - a. two or more in-person visits to a Health Care Provider or by a nurse or physician’s assistant under direct supervision of a Health Care Provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a Health Care Provider for Treatment within 30 Days of the first day of Incapacity, unless extenuating circumstances exist (the first visit must be within seven Days of the first Day of Incapacity); or
  - b. at least one in-person visit to a Health Care Provider for Treatment within seven days of the first day of Incapacity, which results in a regimen of Continuing Treatment under the supervision of the Health Care Provider. A regimen of Continuing Treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. It does not include taking of over-the-counter medications such as aspirin, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a Health Care Provider.
2. Pregnancy. Any period of Incapacity due to pregnancy, including prenatal care. Under the Connecticut Paid Leave Act, two additional weeks are available for Incapacity and Treatment during pregnancy, including labor and delivery, but they are not available for the period of time *after* delivery.
3. Chronic Conditions requiring Treatments. Any period of Incapacity due to or Treatment for such a chronic Serious Health Condition which:

## SECTION 11 - DEFINITIONS (Continued)

- a. requires periodic visits for Treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider at least twice a year;
- 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.

Examples include asthma, migraine headaches, diabetes, and epilepsy.

4. Permanent/Long-term Conditions. A period of Incapacity which is permanent or long-term due to a condition for which Treatment may not be effective, but which requires the continuing supervision of a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
5. Conditions Requiring Multiple Treatments (Non-Chronic Conditions):
  - 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 if the employee or employee's Family Member did not receive Treatment.

Examples include chemotherapy and physical therapy.

**"Covered Employee"** means an individual who has earned not less than two thousand three hundred twenty-five dollars in Subject Earnings during the employee's highest earning quarter within the Base Period and:

1. is presently Employed by the Sponsor; or
2. has been Employed by the Sponsor in the previous twelve weeks; or
3. is a self-employed individual or sole proprietor and Connecticut resident who has enrolled in the program pursuant to section 31-49m.

**"Covered Service Member"** means a current member of the Armed Services Covered Service Member for purposes of military Caregiver Leave does not include veterans.

**"Day" or "Date"** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight when used with regard to eligibility dates and effective dates. 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.

**"Employ"** means to allow or permit to work.

**"Employer"** means a person engaged in any activity, enterprise or business who employs one or more employees, and includes any person who acts, directly or indirectly, in the interest of an employer to any of the employees of such employer and any successor in interest of an employer. "Employer" does not mean the federal government, the state or a municipality, a local or regional board of education or a nonpublic elementary or secondary school, except that the state, a municipal employer or local or regional board of education is an employer with respect to each of its covered public employees.

## SECTION 11 - DEFINITIONS (Continued)

**“Family Member”** means a Child, Spouse, Sibling, Son or Daughter, Grandparent, Grandchild, Parent, or an Individual Related to the Employee by Blood or Affinity Whose Close Association the Employee Shows to be the Equivalent of Those Family Relationships.

**“Family 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, because of a qualifying exigency arising out of the fact that a Family Member is a current member of the Armed Forces, or because of Family Violence suffered by the Covered Employee.

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

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

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

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

1. to seek medical care or psychological or other counseling for physical or psychological injury or disability;
2. to obtain services from a victim services organization;
3. to relocate due to such Family Violence; or
4. to participate in any civil or criminal proceeding related to or resulting from such Family Violence.

**“Good Cause”** means a demonstration by a party that a failure to comply with a requirement in this Policy was due to circumstances beyond the party’s control.

**“Grandchild”** means a grandchild related to a person by blood, marriage, adoption by a Child of the Grandparent, or foster care by a Child of the Grandparent

**“Grandparent”** means a grandparent related to a person by blood, marriage, adoption of a minor Child by a Child of the grandparent, or foster care by a Child of the grandparent

**“Health Care Provider”** means:

1. a doctor of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices,
2. a podiatrist, dentist, psychologist, or optometrist authorized to practice in the state and performing within the scope of his or her practice;



## SECTION 11 - DEFINITIONS (Continued)

3. a chiropractor authorized to practice in the state and performing within the scope of his or her practice;
4. a nurse practitioner, nurse-midwife, clinical social worker, or physician assistant authorized to practice in the state and performing within the scope of his or her practice;
5. a Christian Science practitioner listed with the First Church of Christ, Scientist, in Boston, Massachusetts;
6. any Health Care Provider from whom the Employer or the Employer's group health plan's benefits manager will accept a medical certification to substantiate a claim for benefits;
7. a Health Care Provider who practices in a country other than the United States, who is licensed to practice in accordance with the laws and regulations of that country; or
8. such other Health Care Provider as the Labor Commissioner determines, performing within the scope of the authorized practice.

**"Health Care Provider"** for military Caregiver Leave means:

1. a Health Care Provider as defined above;
2. a Department of Defense (DOD) Health Care Provider;
3. a Veterans Affairs (VA) Health Care Provider;
4. a DOD TRICARE network authorized private Health Care Provider; or
5. a DOD non-network TRICARE authorized private Health Care Provider

NOTE: TRICARE is the DOD's military health system and includes network and non-network Health Care Providers.

**"In Loco Parentis"** means "In the place of the Parent." An individual stands *In Loco Parentis* to a Child if he or she has day-to-day responsibilities to care for or financially support the Child and the individual intends to take on the role of a Parent to that Child or the person in the place of a Parent who had such responsibility for the individual when the individual was a Child. The person standing *In Loco Parentis* is not required to have a biological or legal relationship with the Child.

NOTE: The federal Department of Labor [Administrator's Interpretation No. 2010- 3](#) is a good resource for understanding when an individual is or was "*In Loco Parentis*" to a Child.

**"Incapacity"** means inability to work, attend school or perform other regular daily activities due to the Serious Health Condition, Treatment of the Serious Health Condition, or recovery from the Serious Health Condition.

**"Individual Related to the Employee by Blood or Affinity Whose Close Association the Employee Shows to be the Equivalent of Those Family Relationships"** means any person with whom the employee has a significant personal bond that is or is like one of the specific family relationships listed in the statute (i.e. Parent, Spouse, Child, Sibling, Grandparent or Grandchild), regardless of biological or legal relationship. This determination is necessarily situation specific and governed by the circumstances of the individuals involved.

## SECTION 11 - DEFINITIONS (Continued)

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

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

**"Inpatient Care"** means an overnight stay in a hospital, hospice, nursing home, or residential medical care facility. It includes any period of Incapacity or any subsequent Treatment in connection such inpatient care.

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

**"Medical Leave"** means leave taken by a Covered Employee due to a Serious Health Condition.

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

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

**"Next of Kin"** (for military Caregiver Leave) means the service member's nearest blood relative, other than the Covered Service Member's Spouse, Parent, Son or Daughter, in the following order of priority:

1. a blood relative or any other individual whose close association with the employee is the equivalent of a Family Member who the Covered Service Member has specifically designated in writing as his or her nearest blood relative for purposes of military Caregiver Leave,
2. blood relatives who have been granted legal custody of the service member by court decree or statutory provisions,
3. brothers and sisters,
4. Grandparents,
5. aunts and uncles, and

**SECTION 11 - DEFINITIONS  
(Continued)**

6. first cousins.

**“Parent”** means a biological, adopted, or foster parent, stepparent, Parent-in-Law, person standing In Loco Parentis to a Child or a person who has legal guardianship or custody of a Child.

**“Parent-in-Law”** means the Parent of the employee’s Spouse.

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

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

Activity	Description
Short notice deployment	To address any issue that arises from a Covered Service Member being notified of an impending call or order to active duty, 7 or less calendar days prior to date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the Covered Service Member is notified of an impending call or order to covered active duty.
Military events and related activities	<ol style="list-style-type: none"> <li>1. To attend any official ceremony, program, or event sponsored by the military that is related to the covered active duty or call to covered duty of a Covered Service Member; or</li> <li>2. To attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active duty of a covered military member.</li> </ol>

**SECTION 11 - DEFINITIONS  
(Continued)**

Activity	Description
Childcare and school activities (non-routine)	<ol style="list-style-type: none"> <li>1. To arrange for alternative childcare for a Child of a Covered Service Member when the covered active duty or call to covered active duty necessitates a change in the existing childcare arrangement;</li> <li>2. To provide childcare for a Child of the Covered Service Member on an urgent, immediate need basis when the need to provide such care is necessitated by the disruption caused by covered active duty or call to covered active duty (but not on a routine, regular, or everyday basis);</li> <li>3. To enroll or transfer a Covered Service Member's Child in a new school or day care facility when existing arrangements need to be changed due to the covered active duty; or</li> <li>4. To attend meetings with staff at school or daycare facility when such meetings are necessary due to circumstances arising out of the covered active duty (but not to attend routine meetings/functions).</li> </ol> <p>NOTE: The Child in question must be the Child of the service member, not necessarily the Child of the employee.</p>
Parental leave care (non-routine)	<p>To provide care for a Covered Service Member's Parent who is incapable of self-care on an urgent, immediate need basis when the need to provide such care arises from the Covered Service Member's active duty or call to active duty. (but not on a routine, regular or every day basis).</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• Arranging for alternative care for a Parent;</li> <li>• Providing care on an immediate basis;</li> <li>• Admitting or transferring the Parent to a care facility; or</li> <li>• Attending meetings with staff at a care facility, such as meetings with hospice or social service providers for a Parent.</li> </ul> <p>NOTE: The Parent who needs care must be the Parent of the service member.</p>

**SECTION 11 - DEFINITIONS  
(Continued)**

Activity	Description
Financial and legal arrangements (Before, during or after deployment)	<ol style="list-style-type: none"> <li>1. To act as the Covered Service Member’s representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the Covered Service Member is on a covered active duty and for a period of 90 days following termination of Covered Service Member’s covered active duty; or</li> <li>2. To make or update financial or legal arrangements to address the Covered Service Member’s absence while on covered active duty.</li> </ol> <p>Examples:</p> <ul style="list-style-type: none"> <li>• Preparing and executing financial and healthcare powers of attorney;</li> <li>• Transferring bank account signature authority;</li> <li>• Enrolling in Defense Enrollment Eligibility Reporting System (DEERS);</li> <li>• Obtaining military identification cards;</li> <li>• Preparing or updating a will or living trust.</li> </ul>
Counseling	<p>To attend counseling arises from the covered active duty or call to active duty of a Covered Service Member. Counseling is for the employee, Covered Service Member and/or the Covered Service Member’s Child. The counseling must be provided by someone other than a Health Care Provider.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>• Military Chaplain Pastor/minister;</li> <li>• A non-HCP offered by the military or a military service organization.</li> </ul>
Rest and recuperation	<p>To spend time with a Covered Service Member who is on short-term, temporary, Rest and Recuperation leave during the period of deployment. Leave taken for this purpose can be used for a period of 15 calendar days beginning on the date the Covered Service Member commences each instance of Rest and Recuperation leave.</p>

**SECTION 11 - DEFINITIONS  
(Continued)**

Activity	Description
Post-deployment activities	<ol style="list-style-type: none"> <li>1. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of Covered Service Member's covered active duty status;</li> <li>2. To address issues that arise from the death of the Covered Service Member while on covered active duty.</li> </ol> <p><i>Examples:</i></p> <ul style="list-style-type: none"> <li>• Meeting and recovering the deceased service member.</li> <li>• Making funeral arrangements.</li> </ul>
Other activities	Additional activities that arise out of the Covered Service Member's covered active duty provided the Employer and employee mutually agree that such leave shall be considered a qualifying exigency and agree to both the timing and duration of such leave

**"Serious Health Condition"** means an illness, injury, impairment or physical or mental condition that involves Inpatient Care or Continuing Treatment by a Health Care Provider.

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

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

**"Spouse"** means a person to whom one is legally married.

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

**"Treatment"** includes examinations to determine if a Serious Health Condition exists and evaluations of the condition.

A telemedicine with a Health Care Provider will qualify as an in-person visit provided the following criteria are met:

1. The telemedicine visit includes an examination, evaluation or Treatment by a Health Care Provider;

**SECTION 11 - DEFINITIONS**  
**(Continued)**

2. The telemedicine visit is permitted and accepted by state licensing authorities; and
3. The visit is performed by video conference or equivalent technology.

Communication methods that do not meet these criteria (e.g., a simple telephone call, letter, email, or text message) are insufficient, by themselves, to satisfy the requirement of an "in-person" visit.

**"We," "Our," or "Us"** refer to The Lincoln National Life Insurance Company.

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

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