

# Lincoln Life & Annuity Company of New York

A Stock Company      Home Office Location: Syracuse, NY  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (800) 423-2765

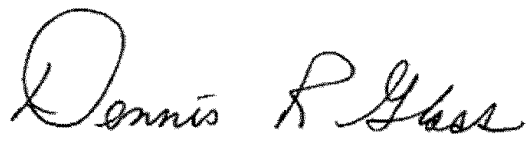
**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK CERTIFIES** that it has issued and delivered a Group Insurance Policy to the Group Policyholder shown below insuring certain Employees of the Group Policyholder or Participating Employer.

**GROUP POLICYHOLDER:** Fortinet, Inc.

**POLICY NO.:** GS4-860-066826-NY

**POLICY EFFECTIVE DATE:** October 1, 2021

You are entitled to the benefits described in this Certificate only if you are eligible, become and remain insured under the provisions of the Policy. This Certificate replaces any other certificates for the benefits described inside. As a Certificate of Insurance, it is not a contract of insurance; it only summarizes the provisions of the Policy and is subject to the Policy's terms. If the provisions of this Certificate and the Policy do not agree, the provisions of the Policy will apply.



Dennis R. Glass  
President

**NOTICE:** The Policy is issued and delivered in the State of New York. It is governed by the laws of that state. Nothing in the Policy invalidates or impairs any rights granted to Insured Employees by New York insurance law. The Company's state of domicile is New York. The address of the Company's Group Insurance Service Office is 8801 Indian Hills Drive, Omaha, NE 68114-4066.

**CERTIFICATE OF NEW YORK DISABILITY BENEFITS LAW INSURANCE**

## TABLE OF CONTENTS

Schedule Of Insurance.....	3
Definitions.....	4
General Provisions.....	5
Eligibility.....	5
Assignment of Employer.....	6
Employee Contributions.....	6
Statutory Assessments.....	6
Cancellation of Policy.....	6
Exclusions.....	6
Claim Procedures.....	7

## **SCHEDULE OF INSURANCE**

<b>CLASSIFICATION:</b>	All Employees Eligible under the Law
<b>WEEKLY BENEFIT:</b>	50.00% of your Average Weekly Wage, or your Average Weekly Wage if the your Average Weekly Wage is less than \$20
<b>MAXIMUM WEEKLY BENEFIT:</b>	\$170
<b>DAY BENEFITS BEGIN:</b>	8 <sup>th</sup> consecutive Day of Disability
<b>MAXIMUM BENEFIT PERIOD:</b>	26 weeks for any one period of Disability; not to exceed 26 weeks for all such periods of Disability combined during 52 consecutive calendar weeks
<b>BENEFIT PAYMENT PERIOD:</b>	Weekly
<b>GRACE PERIOD:</b>	31 days

## DEFINITIONS

**AVERAGE WEEKLY WAGE** means your weekly wage averaged over the last eight weeks of employment prior to the Disability. If the Disability begins in the last week of employment and would otherwise result in lowering the benefit, this week will not be included in determining the average weekly wage.

**BUSINESS DAY** means any day that the Company is open for business.

**COMPANY** means Lincoln Life & Annuity Company of New York, a New York corporation. The address of the Group Insurance Service Office can be found on this Certificate's cover page.

**CHAIRMAN** means the Chairman of the Worker's Compensation Board of the State of New York.

**DAY or DATE** means the period of time that begins at 12:01 a.m. and ends at 12:00 midnight, standard time, at the Group Policyholder's place of business. When used with regard to effective dates, it means 12:01 a.m. When used with regard to cancellation dates, it means 12:00 midnight.

**DAY OF DISABILITY** means a Day in which you are prevented from performing work due to a Disability and for which you have not received regular wages or remuneration.

**DISABILITY** means your inability, as a result of Injury or Sickness not arising out of and in the course of employment, to perform:

- (1) the regular duties of your own employment; or
- (2) the duties of any other employment which the Employer may offer at regular wages, and which Injury or Sickness does not prevent you from performing.

During unemployment it is the inability to perform the duties of any employment for which you are reasonably qualified by training and experience.

**EMPLOYEE** means all of the Employer's employees who are members of a covered class, as shown on the Employer's application for the Policy.

**EMPLOYER** means the Group Policyholder or Participating Employer. It includes any division, subsidiary, or affiliated company named in the application for the Policy and on the Policy's Schedule of Insurance.

**INJURY** means:

- (1) a bodily Injury that results directly from an accident, and independently of all other causes; and
- (2) requires treatment by a duly licensed health care provider.

**LAW** means Disability Benefits Law of the State of New York.

**POLICY** means the group insurance Policy issued by the Company to the Group Policyholder.

**SICKNESS** means illness, pregnancy or disease.

**YOU or YOUR** means an eligible Employee for whom the coverage provided by the Policy is in effect.

## GENERAL PROVISIONS

**ENTIRE CONTRACT.** The entire contract between the parties shall consist of:

- (1) the Policy and any endorsements or amendments to it; and
- (2) the Group Policyholder's application.

All statements made by the Employer, and by you are representations and not warranties. No statement you make will be used to contest the coverage provided by the Policy, unless:

- (1) it is contained in a written statement signed by you; and
- (2) a copy of the statement has been furnished to you.

**MISSTATEMENT OF FACTS.** If relevant facts about you were misstated in a written statement signed by you:

- (1) a fair adjustment of the premium will be made; and
- (2) the true facts will decide if and in what amount insurance is valid under the Policy.

**CURRENCY.** In administering the Policy:

- (1) all Predisability Income will be expressed in U.S. dollars; and
- (2) all premium and benefit amounts must be paid in U.S. dollars.

**NOTICE AND JURISDICTION.** If the Employer has knowledge or notice of your Disability, the Company is also deemed to have knowledge or notice. For the purposes of the Law, the jurisdiction of the Employer is the jurisdiction of the Company.

Benefits will be paid as the Law requires.

**ENFORCEMENT BY THE CHAIRMAN.** The Chairman shall have the right to enforce any liability of the Company for payment of benefits under the Policy. Payment in whole or in part of such benefits by the Employer or the Company shall bar recovery from the other for any such amount.

**BANKRUPTCY.** Insolvency of the Employer does not relieve the Company of payment of benefits for a Disability you suffer while covered under the Policy.

**INCORPORATION OF THE LAW.** The Policy incorporates all provisions of the Law. If any provision of the Policy conflicts with any applicable requirement of the Law, the Policy provision will be deemed to conform to the minimum requirements of the Law.

## ELIGIBILITY

Disability benefits are provided for your Disability which starts while:

- (1) the Policy is in force, and while you are employed by the Employer; or
- (2) within four weeks from the date your employment is terminated, and prior to the first day you begin employment with a new Employer who is covered under the Law.

In no event will Disability benefits be provided for a Disability that begins more than four weeks from the date your employment is terminated.

## **ASSIGNMENT OF EMPLOYER**

Assignment or transfer of the Employer's interest under the Policy will not bind the Company without its written consent.

## **EMPLOYEE CONTRIBUTIONS**

Your contributions, if any, may be collected by the Employer, to be applied to the cost of insurance provided under the Policy. In the event Employee contributions exceed premiums paid by the Employer, the excess balance will be:

- (1) returned to the Employer for the sole benefit of Employees; or
- (2) otherwise disposed of as prescribed in Sections 216 of the Law.

## **STATUTORY ASSESSMENTS**

Under the Law, the Company will pay the assessments levied on the total payrolls of Employees covered under the Policy pursuant to Sections 214-2, 214-3, and 228.

## **CANCELLATION**

Cancellation of the Policy may be effected by the Company, or upon request of the Employer, by giving notice to the other and to the Chairman.

**CANCELLATION BY THE COMPANY.** The Company may terminate the Policy with respect to the Employees of any Employer if all due premiums are not received from the Employer by the end of the grace period, or at any other time for any reason other than nonpayment of premium. The Company must provide written notice of cancellation to:

- (1) each Employer whose Employees the Policy covers; and
- (2) the Chairman;

stating when cancellation is effective.

Cancellation will occur no less than 10 days from the date notice is provided for cancellation due to nonpayment of premium, and no less than 30 days from the date notice is provided for any other reason.

**Exception.** If insurance with another insurance carrier becomes effective prior to the effective date of cancellation stated in the notice, the cancellation will be effective as of the effective date of the other insurance, rather than as of the date stated in the notice.

## **EXCLUSIONS**

No benefit will be payable for any Day of Disability during which you;

- (1) are not under the care of a duly licensed health care provider; or
- (2) perform work for remuneration or profit.

No benefit will be payable for an Injury or Sickness that results from:

- (1) your willful intention to bring about the Injury or Sickness to yourself or another;
- (2) your participation in the perpetration of an illegal act; or
- (3) any act of war, declared or undeclared.

## CLAIM PROCEDURES

**NOTICE OF CLAIM.** Notice of a Disability claim must be given:

- (1) within 30 days after the Injury or Sickness causing Disability begins; or
- (2) as soon as reasonably possible after that.

The notice must be sent to the claims office designated by the Company as shown on the claims form. It should include your name and address and the number of the Policy.

**Exception:** Failure to give notice of claim within the required time period will not invalidate or reduce the claim if it is shown that the notice was furnished as soon as reasonably possible.

**CLAIM FORMS.** When notice of claim is received, the Company will send claim forms for filing the required proof. If the Company does not send the forms within 15 days, you may send the Company written proof of Disability in a letter. It should state the date the Disability began, its cause and degree. The Company will periodically send you additional claim forms.

**PROOF OF CLAIM.** The Company must be given written proof of a Disability claim:

- (1) within 30 days after the Day Benefits Begin; or
- (2) as soon as reasonably possible after that.

Proof of claim must be provided at your own expense. It must show the date the Disability began, its cause and degree. Documentation must include the following:

- (1) completed statements by you and the Employer;
- (2) a completed statement by the attending physician, podiatrist, chiropractor, dentist, or psychologist which must describe any restrictions on the performance of the duties of:
  - (a) your regular occupation; or
  - (b) the duties of any other employment which the Employer may offer at regular wages, and which Injury or Sickness does not prevent you from performing;
- (3) proof of any other income received which may affect Policy benefits;
- (4) a signed authorization for the Company to obtain more information; and
- (5) any other items the Company may reasonably require in support of the claim.

Proof of continued Disability, regular care of a physician, podiatrist, chiropractor, dentist, or psychologist affecting the claim must be given to the Company. This must be supplied within 45 days after the Company requests it. If it is not, benefits may be delayed or suspended, until such proof is received.

**Exception:** Failure to furnish proof of claim within the required time period will not invalidate or reduce the claim if it is shown that the notice was furnished as soon as reasonably possible.

**EXAMINATION.** The Company may have you examined:

- (1) by a Physician, specialist or vocational rehabilitation expert of the Company's choice;
- (2) as often as reasonably required, but in no event more than once per week, while a claim or appeal is pending.

Any such exam will be at the Company's expense.

The Company may determine that (in its opinion) you have:

- (1) failed to cooperate with an examiner;
- (2) failed to take an exam scheduled by the Company; or
- (3) postponed such an exam more than twice.

In that event, benefits may be delayed or suspended, until the required exam is completed.

## **CLAIM PROCEDURES (Continued)**

**REJECTION OF CLAIM.** If your claim for benefits is rejected by the Company, notice of such rejection will be mailed in triplicate to you.

**TIME OF PAYMENT OF CLAIMS.** The first Weekly Benefit payable under the Policy will be paid within 4 Business Days from the later of the day the Company receives complete proof of claim and confirms liability, or the completion of the first week of Disability following the Day Benefits Begin. Thereafter, such benefits will be paid as shown on the Schedule of Insurance, during any period for which the Company is liable. If benefits are due for less than a week, they will be paid on a pro rata basis. The daily rate will equal the Weekly Benefit divided by the number your normal work days per week. Any balance which remains unpaid at the end of the period of liability will be paid immediately after the Company receives complete proof of claim and confirms liability.

**TO WHOM PAYABLE.** All Weekly Disability Income Benefits are payable to you, while living. After your death, such benefits will be payable to your estate.

Notwithstanding the above, some or all of the Weekly Disability Income Benefits may be payable to an Employer if, during any period of Disability, an Employer:

- (1) makes advance payments of Weekly Disability Income Benefits to you; or
- (2) makes payments to you in like manner as wages.

Any payment of Weekly Disability Income Benefits to the Employer shall be considered a reimbursement to the Employer for payments it made to you during the current period of Disability.

Such reimbursement will be made out of any benefits due for the your existing Disability; provided, however, that the Employer must seek reimbursement prior to the payment by the Company of Weekly Disability Income Benefits to you. If the Company has made payment of Weekly Disability Income Benefits to you, the Employer has no right of reimbursement from the Company for such benefits.



# Lincoln Life & Annuity Company of New York

A Stock Company    Home Office Location: Syracuse, NY  
Group Insurance Service Office: 8801 Indian Hills Drive, Omaha, NE 68114-4066 (800) 423-2765

## RIDER

**TO BE ATTACHED TO AND MADE A PART OF THE NEW YORK DISABILITY BENEFITS LAW (DBL) INSURANCE POLICY NO.: GS4-860-066826-NY**

**ISSUED TO: Fortinet, Inc.**

**FOR: All employees who work in New York and are subject to New York's Disability Benefits Law**

## FAMILY LEAVE BENEFITS

This rider amends your New York Statutory Disability Benefits Law (DBL) policy to provide family leave (PFL) benefits as required by law and described below. This rider replaces any previous family leave benefits rider. This rider is subject to all of the provisions of the DBL policy except as specifically modified by this rider. This rider and the DBL policy to which it is attached are governed by the laws of New York State.

This rider is effective October 1, 2021.

## I. DEFINITIONS

**ARBITRATION** means the submission of a dispute to one or more impartial persons (as selected by the Chair) for a final and binding decision, known as an award.

**AVERAGE WEEKLY WAGE** means for the purpose of computing the PFL benefit, the amount determined by dividing either the total wages of the employee in the employment of his last covered employer for the eight weeks or portion thereof that the employee was in such employment immediately preceding and including his last day worked prior to the first day of PFL, or the total wages of the last eight weeks or portion thereof immediately preceding and excluding the week in which PFL began, whichever is the higher amount, by the number of weeks or portion thereof of such employment.

For a sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the Workers' Compensation Law (WCL), *average weekly wage* shall be determined by computing such person's total net income in the 52 week period immediately preceding the period of leave and dividing such total wages by 52.

**CHAIR** means the Chair of the NYS Workers' Compensation Board (WCB).

**CHILD** means a biological, adopted, or foster son or daughter, a stepson or stepdaughter, a legal ward, a son or daughter of a domestic partner, or the person to whom the employee stands in loco parentis.

## **FAMILY LEAVE BENEFITS (Continued)**

### **I. DEFINITIONS (Continued)**

**FAMILY MEMBER** means a child, parent, grandparent, grandchild, spouse, or domestic partner.

**FORESEEABLE QUALIFYING EVENTS** include an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of a family member, the planned medical treatment for a serious injury or illness of a covered service member, or other known military exigency.

**GRANDCHILD** means a child of the employee's child.

**GRANDPARENT** means the parent of the employee's parent.

**PARENT** means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

**PROVIDING CARE** may include necessary physical care, emotional support, visitation, assistance in treatment, transportation, arranging for a change in care, assistance with essential daily living matters, and personal attendant services.

**SERIOUS HEALTH CONDITION** means an illness, injury, impairment, or physical or mental condition, including transplantation preparation and recovery from surgery related to organ or tissue donation, that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider.

**STATEWIDE AVERAGE WEEKLY WAGE** means the average weekly wage of employees in this State for the previous calendar year as reported by the NYS Commissioner of Labor.

**SUPERINTENDENT** means the Superintendent of the NYS Department of Financial Services.

**WAGES** means the money rate at which employment with a covered employer is recompensed by the employer as more fully set forth in 12 NYCRR 357.1 and in the case of a self-employed person, the person's self-employment income as defined in 26 U.S.C. § 1402(b).

## **FAMILY LEAVE BENEFITS (Continued)**

### **II. ELIGIBILITY: ELIGIBLE EMPLOYEES**

**A.** A New York employee of a New York covered employer whose regular employment schedule is 20 or more hours per week will become eligible to receive PFL benefits during employment with such employer if:

- (1) the employee has been in employment of the covered employer for at least 26 consecutive work weeks preceding the first full day leave begins;
- (2) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding the first full day leave begins in any trade or business in which the employee is regularly employed and in which hiring from day to day is the usual employment practice; or
- (3) the employee has been in employment of the covered employer during the work period usual to and available during the entirety of at least 26 consecutive weeks preceding the first full day leave begins and such consecutive weeks are tolled by the employer during periods of absence that are due to the nonconsecutive nature of that employment and employment is not terminated during those periods of absence.

**B.** A New York employee of a New York covered employer whose regular employment schedule is less than 20 hours per week will become eligible to receive PFL benefits during employment with such employer if the employee has been in employment of the covered employer and has worked 175 days in such employment preceding the first full day leave begins.

**C.** The use of scheduled vacation time; the use of personal, sick or other time away from work that has been approved by the employer; or other periods where the employee is away from work but is still considered to be an employee by the employer are counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment, so long as the required PFL premium is paid by the employee during such periods of time.

**D.** Periods of temporary disability taken pursuant to DBL shall not be counted as days/weeks of employment for purposes of determining eligibility to receive PFL benefits during employment.

**E.** An employee who is eligible for both DBL benefits and PFL benefits during the same period of 52 consecutive calendar weeks shall not receive more than 26 total weeks of combined DBL benefits and PFL benefits during that period of time.

**F. FMLA.** In the event that a period of PFL benefits received by an eligible employee is concurrently designated as leave pursuant to the Family and Medical Leave Act ("FMLA") by an employer, the employer shall comply with the notification requirements pursuant to 12 NYCRR 380-2.5(g).

### **III. PREMIUM**

**A.** The employer is responsible to collect the premium contributions for the statutory PFL coverage from each covered employee. The employer is not required to fund any portion of the statutory PFL benefit.

**B.** The employer may collect employee premium contributions for PFL while an employee is receiving PFL benefits.

**C.** The employer may not collect employee premium contributions for PFL if an employee is taking DBL leave and has not yet acquired eligibility for PFL benefits.

**FAMILY LEAVE BENEFITS  
(Continued)**

**IV. STATUTORY PFL BENEFITS**

**A.** An eligible employee may be entitled to benefits for leave taken from work for the following qualifying events:

- (1) To participate in providing care, including physical or psychological care for a family member of the employee made necessary by a serious health condition of the family member;
- (2) For the employee to bond with the employee's child:
  - during the first 12 months after the child's birth;
  - during the first 12 months after the placement of the child for adoption or foster care; or
  - before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed; or
- (3) Due to any qualifying exigency pursuant to FMLA, arising out of active duty or an impending call or order to active duty in the Armed Forces of the United States for the spouse, domestic partner, child or parent of the employee.

**B.** The weekly benefit for family leave commencing between January 1, 2020 - December 31, 2020, shall be:

- up to 10 weeks during any 52 consecutive week period; and
- paid at 60% of the employee's average weekly wage, not to exceed 60% of the statewide average weekly wage.

The weekly benefit for family leave commencing on or after January 1, 2021 shall be:

- up to 12 weeks during any 52 consecutive week period; and
- paid at 67% of the employee's average weekly wage, not to exceed 67% of the statewide average weekly wage.

The benefit rate for the employee's period of family leave shall be the rate that is in effect on the first day of family leave taken. 52 consecutive weeks is computed retroactively to the first day for which benefits are currently being claimed. A single claim may not cover more than 52 consecutive weeks.

**C. LIABILITY OF LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK (THE COMPANY).**

The liability for PFL benefits payable for a single qualifying event in a 52-week period shall be the liability of the Company if the Company was providing coverage on the first day of family leave.

**FAMILY LEAVE BENEFITS  
(Continued)**

**V. REQUESTING PFL BENEFITS**

**A. FORESEEABLE LEAVE.**

- (1) The employee must provide 30-days advance notice to the employer prior to the first day of leave taken for a foreseeable qualifying event. If 30-days advance notice is not practicable, then notice must be given as soon as practicable. A sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person, must provide 30-days advance notice to the Company prior to the first day of leave taken for a foreseeable qualifying event or as soon as practicable.
- (2) The advance notice must include the anticipated timing and duration of the leave for:
  - (a) continuous leave; or
  - (b) intermittent leave.

The employee should consult the employer on whether the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and the Company of the schedule of intermittent leave. The Company may withhold payment pending submission of a request for payment together with the dates of intermittent leave.

- (3) The employee shall advise the employer of any change in the timing and/or duration of the leave. The sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person shall advise the Company of any change in the timing and/or duration of the leave.
- (4) If the employee fails to give 30-days advance notice of foreseeable leave to the employer, the employer may request that the Company delay the payment of benefits to the employee (known as a partial denial) for a period of up to 30 days from when the notice was given.

**B. UNFORESEEABLE LEAVE.**

- (1) When the need for continuous leave is unforeseeable, the employee must provide notice to the employer as soon as practicable. When the need for leave is unforeseeable, the sole proprietor, member of a limited liability company, member of a limited liability partnership or other self-employed person must provide notice to the Company as soon as practicable.
- (2) When the need for intermittent leave is unforeseeable, the employer may require the employee to provide notice as soon as practicable before each day of intermittent leave. The employee shall advise the employer and the Company of the schedule of intermittent leave. The Company may withhold payment pending submission of a request for payment together with the dates of intermittent leave.

**FAMILY LEAVE BENEFITS  
(Continued)**

**V. REQUESTING PFL BENEFITS (Continued)**

**C. REQUIREMENTS FOR FILING A CLAIM.**

- (1) The employee requests PFL benefits by completing the request for PFL which is either the PFL-1 claim form available on the New York State Paid Family Leave website or from the Company, or the format designated by the Company.
- (2) The employee provides the employer with the request for PFL to complete the employer information section. The employer must complete its section and return the completed request to the employee within 3 business days. The Company may not deny a claim for failure of the employer to complete its section.
- (3) The employee completes the appropriate certifications or proof of claim documentation. No benefits are required to be paid by the Company until the completed request for PFL together with the necessary certifications or proof of claim documentation have been submitted to the Company. (See item H. Certification/Proof of Claim Documentation below for additional information.)
- (4) The employee submits the completed request for PFL together with the necessary certifications or proof of claim documentation to the Company no later than 30 days from the first day of leave. For a previously unspecified day of intermittent leave, the request for payment must be made within 30 days of the leave. If the Chair agrees that it was not reasonably possible to furnish the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days, then it must be submitted as soon as possible within the period of actual leave taken pursuant to Section IV. B. above.
- (5) Once the Company receives the completed request for PFL together with the necessary certifications or proof of claim documentation, the Company must pay or deny the claim within 18 days.
- (6) The Company shall make all reasonable efforts, consistent with the principles set forth in Executive Order 26, issued October 6, 2011, to communicate with respect to the PFL claim in the language identified by the employee in the request for PFL.

**D. ALTERNATE REQUEST FOR PFL (NOT USING THE PFL-1 CLAIM FORM).**

- (1) The Company will immediately provide an acknowledgment of receipt and a claim identification number when the Company receives a request for PFL in a format designated by the Company other than the PFL-1 claim form.
- (2) Within 5 business days of receipt of an incomplete alternate request for PFL, the Company will provide the employee with a list of the required missing information and the following:
  - (a) information on how to properly complete the request for PFL; and
  - (b) information regarding arbitration.
- (3) When a PFL claim is denied without prejudice because it is incomplete, the employee must refile within 30 days of the first day of leave. If the employee does not refile the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days of the first day of leave, the Company may deny the claim.
- (4) Once the Company receives the completed request for PFL together with the necessary certifications or proof of claim documentation, the Company must pay or deny the claim within 18 days.

**FAMILY LEAVE BENEFITS  
(Continued)**

**V. REQUESTING PFL BENEFITS (Continued)**

**E. INCOMPLETE REQUEST FOR PFL USING THE PFL-1 CLAIM FORM.**

- (1) The Company may deny a claim for PFL without prejudice within 18 days if:
  - (a) the claim is incomplete; or
  - (b) the certification or proof of claim documentation is insufficient.
- (2) The Company must notify the employee of each piece of required missing information.
- (3) When a PFL claim is denied without prejudice, the employee must refile within 30 days of the first day of leave. If the employee does not refile the completed request for PFL together with the necessary certifications or proof of claim documentation within 30 days of the first day of leave, the Company may deny the claim.
- (4) Once the Company receives the completed request for PFL together with the necessary certifications or proof of claim documentation, the Company must pay or deny the claim within 18 days.

**F. ADVANCE REQUEST FOR PFL FOR FORESEEABLE QUALIFYING EVENTS.**

- (1) An Advance Request for PFL for a foreseeable qualifying event shall not be denied on the grounds that the request for PFL is incomplete.
- (2) Within 5 business days of receipt of an incomplete request for PFL, the Company will provide the employee with:
  - (a) notice that the claim is pending;
  - (b) a list of the required missing information;
  - (c) instructions for how to submit the missing information; and
  - (d) contact information.
- (3) Once the Company receives a completed request for PFL, the Company shall provide the employee a confirmation of receipt of the completed claim within 3 business days.
- (4) If a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, the Company shall send payment to the employee within 5 days following the qualifying event.

**G. DENIAL OF PFL BENEFITS.** If the Company denies a request for PFL for reasons other than the claim is incomplete or the certification or proof of claim documentation is insufficient, the employee may not refile. A PFL denial must state the reason, repeat any relevant information filed in the request and include any other information considered by the Company in making the decision.

## **FAMILY LEAVE BENEFITS (Continued)**

### **V. REQUESTING PFL BENEFITS (Continued)**

#### **H. CERTIFICATION/PROOF OF CLAIM DOCUMENTATION.**

- (1) **Certification Updates.** The Company may require updates to the request for PFL, certifications, or proof of claim documentation for subsequent periods of PFL not covered by the initial documentation during the 52-week period following the initial request for PFL.
- (2) **Bonding Certification.** For PFL taken to bond with the employee's child, the required information to be included in the certification is contained in the PFL-2 form available on the New York State Paid Family Leave website or from the Company.
- (3) **Certification of a Serious Health Condition.**
  - (a) It is the employee's responsibility to obtain a medical certification from a health care provider and to provide the Company with the complete and sufficient certification for PFL taken due to the serious health condition of a family member. Failure to provide the certification may result in the denial of PFL benefits.
  - (b) The required information to be included in the certification from the health care provider is contained in the PFL-4 form available on the New York State Paid Family Leave website or from the Company.
- (4) **Certification Relating to a Qualifying Military Exigency.**
  - (a) It is the employee's responsibility to submit a certification for PFL taken due to a qualifying military exigency. The information to be included in the certification is contained in the PFL-5 form on the New York State Paid Family Leave website or from the Company.
  - (b) The Company may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on active duty or called to active duty status, and the dates of the military member's active duty service.
  - (c) If the qualifying military exigency involves rest and recuperation leave, the employee must provide a copy of the military member's rest and recuperation orders, or other documentation issued by the military which indicates that the military member has been granted rest and recuperation leave and the dates of the military member's rest and recuperation leave.
  - (d) The Company may independently verify the employee's appointments with third parties and may verify the military member's active duty status.

### **VI. PAYMENT OF BENEFITS**

**A.** The first payment of benefits shall be paid within 18 days of receipt of a completed request for PFL with the necessary certification or proof of claim documentation. Thereafter, PFL benefits shall be paid biweekly. In the event a completed request for PFL is received more than 18 days before the occurrence of a qualifying event, the Company shall send payment to the employee within five days following the qualifying event.



## **FAMILY LEAVE BENEFITS (Continued)**

### **VI. PAYMENT OF BENEFITS (Continued)**

**B.** Payment of PFL benefits may be made in the same manner as the employee is paid wages from the employer (such as debit card, direct deposit, or check).

**C. PAYMENT OPTIONS.** If the Company offers a choice of method of payment, the Company will contact the employee upon the receipt of the request for PFL and may require the employee to choose between debit card or direct deposit as the method of payment, unless the employee certifies the need for payment by check. If the employee fails to choose a method of payment, the Company may elect to make payment using either a debit card or a check. The employee may elect at a later time to change the default method of payment.

**D.** If the Company provides for payment methods in addition to a check, the Company must provide employees with written notice that meets the requirements of 12 NYCRR 380-5.6(e).

### **VII. EMPLOYEE USE OF ACCRUALS AND EMPLOYER REQUEST FOR REIMBURSEMENT**

Where an employer provides an option to employees to charge all or part of unused accruals or other paid time off to receive full salary during the period of family leave and the employee exercises that option, and the employee does not file a request for PFL benefits with the Company, the employer may request reimbursement from PFL benefits due by filing its claim for reimbursement with the Company in accordance with Workers' Compensation Law §205(2)(c).

### **VIII. DISPUTE RESOLUTION**

**A. INFORMAL RESOLUTION.** The employee and the Company shall make every effort to informally resolve a denial of PFL benefits.

**B. ARBITRATION.** In the event an informal resolution is unsuccessful, any party may seek a formal resolution through arbitration. Any claim-related dispute, including eligibility, benefit rate, and duration of family leave, is subject to arbitration pursuant to procedures promulgated or approved by the Chair of the Workers' Compensation Board. Awards are made in writing and are final and binding on the parties in the case subject to Article 75 of the Civil Practice Law and Rules.

**FAMILY LEAVE BENEFITS  
(Continued)**

**IX. EXCLUSIONS AND LIMITATIONS**

- (1) **Prohibition on concurrent payments.** DBL and PFL benefits are not payable concurrently.
- (2) No employee shall be entitled to PFL benefits:
  - (a) for any disability occasioned by the willful intention of the employee to bring about injury to or the sickness of himself or another, or resulting from any injury or sickness sustained in the perpetration by the employee of an illegal act;
  - (b) for any day of PFL during which the employee performed work for the employer for remuneration or profit; or
  - (c) for any family leave commencing before the employee becomes eligible for PFL benefits.
- (3) A sole proprietor, a member of a limited liability company, a member of a limited liability partnership, or other self-employed person who elects coverage under Article 9 of the WCL shall be subject to a waiting period of 2 years from the effective date of this rider before PFL benefits are payable. During the 2 year waiting period, premium contributions for PFL coverage shall be payable.

**X. RENEWAL/CANCELLATION/TERMINATION**

The renewal/cancellation/termination provision of the DBL policy shall apply to this PFL rider. The benefits contained within this PFL rider shall renew or cancel/terminate on the same renewal date or cancellation/termination date as the DBL policy.

**XI. DISCONTINUANCE**

If the Company elects to discontinue all DBL/PFL policies in one or more group sizes (small, medium, large), the Company will provide written notification of the proposed discontinuance to the Superintendent, in accordance with 11 NYCRR 363.6(l) and (m), at least 90 days prior to the date of discontinuance of the coverage. This notification shall be in addition to the notification to the employer required in the underlying DBL policy.

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**



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Officer of the Company