



Lincoln Life Assurance Company of Boston
Service Center, 100 Liberty Way, Dover, NH 03820

MASSACHUSETTS PAID FAMILY AND MEDICAL LEAVE (PFML) INSURANCE POLICY

Sponsor: Marvell Semiconductor, Inc.

Policy Number: GS3-890-LF0383-MA

Effective Date: January 1, 2021

Term of Policy Coverage: January 1, 2021 to December 31, 2021

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, 2022.

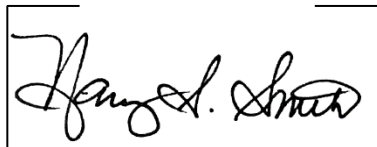
Lincoln Life Assurance Company of Boston (referred to as Lincoln, We, Our, or Us) agrees to pay the paid Family and Medical Leave benefits provided by this Policy in accordance with its provisions. This Policy is issued in consideration of the payment of premium. This Policy replaces any previous paid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

The Policy is intended to cover paid Family and Medical Leave Benefits in accordance with the Massachusetts Department of Family and Medical Leave (DFML) standards. If any Policy provisions do not conform to M.G.L. c. 175M and 458 CMR 2.00 (hereinafter respectively referred to as "the PFML statute and regulations"), We are required to administer paid benefits consistent with the PFML statute and regulations. If there are any changes, amendments, or regulatory clarifications to the PFML statute and regulations, the Policy and all claims practices will be promptly updated. The PFML statute and regulations 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 PFML statute and regulations. If there are any conflicts between the Policy and the PFML statute and regulations, the PFML statute and regulations will be the controlling requirements, unless the Policy provisions are more advantageous to the Covered Individual in which case the Policy terms will prevail.

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

If Lincoln elects to terminate this Policy, We must provide at least 30 Days' notice to the Sponsor and to the DFML prior to termination. If We elect to non-renew the Policy, We may only do so on the calendar anniversary of the initial Policy effective Date and must provide at least 60 Days' notice to the Sponsor and the DFML prior to non-renewing a Policy. If this Policy is terminated during the term of an approved DFML exemption period or prior to January 1, 2021, and the Sponsor does not obtain 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 either October 1, 2019, or the start Date of the Sponsor's approved exemption. The Sponsor may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the cost of total amount of benefits paid to policyholders who received benefits from the Trust Fund and that it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.

Signed at Lincoln's Home Office, 100 Liberty Way, Suite 100, Dover, New Hampshire, 03820-4695.


SECRETARY


PRESIDENT

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SECTION 1 - SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

Class 1: All Covered Individuals of the Sponsor Subject to the Massachusetts PFML statute and regulations

Covered Individual Contributions Required: Yes

SECTION 1 - SCHEDULE OF BENEFITS (Continued)

PAID FAMILY AND MEDICAL LEAVE COVERAGE

Amount of Insurance:

Class 1: (a) 80% of the Covered Individual's Average Weekly Wage, for the portion of Average Weekly Wage that is equal to or less than 50% of the State Average Weekly Wage; and
(b) 50% of the Covered Individual's Average Weekly Wage, for the portion of Average Weekly Wage that is greater than 50% of the State Average Weekly Wage;
not to exceed the Maximum Weekly Benefit currently in effect, as provided in the PFML statute and regulations less Other Income Subject to Deduction as outlined in Section 5.

The Maximum Weekly Benefit amount will be adjusted not later than October 1 of each year and this maximum Weekly Benefit Amount will take effect on January 1 of the year following such adjustment.

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

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

Maximum Benefit Periods:

<u>Qualifying Reason</u>	<u>Maximum Duration</u>
Covered Individual's Serious Health Condition	20 weeks in a Benefit Year, including the waiting period
Bonding with a Child during the first 12 months after the Child birth, Adoption, or Foster Care placement	12 weeks in a Benefit Year, including the waiting period
Caring for a Family Member with a Serious Health Condition	12 weeks in a Benefit Year, including the waiting period
A Qualifying Exigency arising out of the fact that an Employee's spouse, Child, or Parent is a current member of the Armed Forces	12 weeks in a Benefit Year, including the waiting period
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	26 weeks in a Benefit Year, including the waiting period
Any combination of periods of authorized leave	26 weeks in a Benefit Year, including the waiting period

Waiting Period: Seven (7) calendar Days in a Benefit Year

Minimum Increment of Intermittent Leave:

Minimum Increment of Intermittent Leave for Covered Individual's Serious Health Condition:	4 hours
Minimum Increment of Intermittent Leave for Bonding with a Child during the first 12 months after the Child birth, Adoption, or Foster Care placement	4 hours
Minimum Increment of Intermittent Leave for Caring for a Family Member with a Serious Health Condition	4 hours
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	4 hours
Minimum Increment of Intermittent Leave For 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	4 hours

SECTION 2 - PREMIUM RATE SCHEDULE

Paid Family and Medical Leave Insurance Rates

Paid Family and Medical Leave Insurance Rate	\$.401 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 Individual of the Sponsor, as defined in this Policy.

In order for the Sponsor to qualify for an exemption from Contributions to the Trust Fund, the effective eligibility Date of the insurance coverage must begin no later than the first Day of the next calendar quarter immediately following the Date of approval of the private plan exemption effective Date, or on the Date of the hire of the Employee or Covered Contract Covered Workers for approved private plans, for the following paid leaves:

1. leave for Covered Individuals who are unable to work due to their own Serious Health Condition;
2. leave for Covered Individuals to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement;
3. leave for Covered Individuals for a Qualifying Exigency arising out of the fact that the Covered Individual's Family Member is a current member of the Armed Forces; and
4. leave for Covered Individuals to care for a Family Member who is or was a member of the Armed Forces and who require medical care as a result of an illness or injury related to Family Members' active service; and
5. no later than July 1, 2021, for leave for Covered Individuals to care for a Family Member with a Serious Health Condition.

SECTION 4 - BENEFIT PROVISIONS

PAID FAMILY AND MEDICAL LEAVE BENEFITS

A Covered Individual may be entitled to benefits for leave taken from work for the following Qualifying Reasons.

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

Medical Leave

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

Family Leave

A Covered Individual may be eligible for a Family Leave Benefit for the following Qualifying Reasons:

1. to provide care to a Family Member with a Serious Health Condition;
2. to bond with a Child during the first 12 months after the Child's birth, Adoption, or Foster Care placement;
3. for a Qualifying Exigency arising out of the fact that a Covered Individual's Family Member is a current member of the Armed Forces; or
4. to care for a Family Member who is or was a Covered Service Member of the Armed Forces and who requires medical care as a result of an illness or injury related to the Family Member's active service.

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

Waiting Period

No Family or Medical Leave Benefits will be paid during the waiting period shown in the Schedule of Benefits for an approved initial claim for benefits.

The initial waiting period for each application for paid leave benefits will count against the total available period of leave in a Benefit Year. The waiting period begins on the first Date of each covered leave.

If an approved claim involves leave on an Intermittent or Reduced Leave Schedule, the waiting period will be consecutive calendar Days, from the Date of the first instance of leave from the Employer, and not the aggregate accumulation of Days of leave.

The initial waiting period for paid leave benefits will not apply to an approved extension of a claim for paid Family or Medical Leave.

If the Covered Individual satisfies the following requirements, the waiting period for paid Family Leave will not be required:

1. When a Covered Individual takes a Medical Leave during pregnancy or recovery from childbirth, and supported by documentation by a Health Care Provider that it is immediately followed by a Family Leave; and

SECTION 4 - BENEFIT PROVISIONS (Continued)

2. The waiting period for a claim for the Medical Leave has been satisfied.

Benefit Amount

The benefit amounts are as shown in the Schedule of Benefits.

The Minimum Weekly Benefit Amount is calculated using the Covered Individual's total Wages from the Sponsor during the Base Period, provided that it satisfies the requirements of the Financial Eligibility Test.

The Sponsor, not the Covered Individual, 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 DFML.

How Payments Start

Benefits will begin when Lincoln receives a Complete Application and verifies the Covered Individual'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 Individual is no longer eligible for Family or Medical Leave or dies;
2. the Date the Covered Individual no longer has a Serious Health Condition;
3. the Date the Covered Individual no longer has a Family Member with a Serious Health Condition; or
4. the Date the Covered Individual has completed the maximum payment period under the Policy.

Fitness for Duty at Close of Medical Leave Period

As a condition of restoring an Employee whose leave was occasioned by their own Serious Health Condition, an Employer may have a uniformly-applied policy or practice that requires all similarly-situated Employees who take leave for such conditions to obtain and present certification from their Health Care Provider that the Employee or Covered Individual is able to resume work.

An Employer may seek a fitness-for-duty certification only with regard to the particular health condition that caused the Employee's need for leave. The certification from the Health Care Provider must certify that the Employee is able to resume work. Additionally, an Employer may require that the certification specifically address the Employee's ability to perform the essential functions of their job. In order to require such a certification, an Employer must provide an Employee with a list of the essential functions of their job within five business Days of the notice to the Employer of the approval of leave by Lincoln and must indicate that the certification must address the Employee's ability to perform those essential functions. If the Employer satisfies these requirements, the Employee's Health Care Provider must certify that the Employee can perform the identified essential functions of their job.

SECTION 4 - BENEFIT PROVISIONS (Continued)

An Employer may delay restoration to Employment until an Employee or Covered Individual submits a required fitness-for-duty certification unless the Employer has failed to provide the notice required above. If an Employer provides the notice required, an Employee or Covered Individual who does not provide a fitness-for-duty certification following the approved leave period by Lincoln is no longer entitled to reinstatement. In furtherance of the foregoing, an Employee or Covered Individual who does not provide a fitness-for-duty certification following the approved leave period by Lincoln is not entitled to an extension of benefits unless said extension would comply with the requirements of the Extension of Paid Leave Benefits section.

An Employer is not entitled to a certification of fitness to return to duty for each absence taken on an Intermittent or Reduced Leave Schedule. An Employer is entitled to a certification of fitness to return to duty for such absences up to once every 30 calendar Days if reasonable safety concerns exist regarding the Employee or Covered Individual's ability to perform their duties, based on the Serious Health Condition for which they took leave.

Leave Allotments

Leave allotments are based on the Covered Individual's Average Working Week with the Employer or Covered Business Entity. When a Covered Individual works a part-time schedule or variable hours, the amount of leave that a Covered Individual uses is determined on a *pro rata* or proportional basis. If a Covered Individual's schedule varies from week to week to such an extent that an Employer or Covered Business Entity is unable to determine with certainty how many hours the Covered Individual would otherwise have worked (but for taking leave as authorized by M.G.L. c. 175M), a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period will be used for calculating the leave entitlement.

For example, if an Employee or Covered Individual who would otherwise work 40 hours a week takes eight hours of Intermittent Leave in a week, that leave would count as 1/5 of a week of leave. If an Employee or Covered Individual who would otherwise work 30 hours per week only works 20 hours on a Reduced Leave Schedule, the ten hours of leave would constitute 1/3 of a week of leave to be counted against the available allotment of leave.

Intermittent Leave or Reduced Leave

A Covered Individual 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 Individual's own Serious Health Condition, leave may be taken on an Intermittent or Reduced Leave Schedule. Lincoln must receive from the Health Care Provider a certification that the Intermittent Leave or Reduced Leave Schedule is medically necessary as a condition of coverage.

For Family Leave to care for a Family Member's Serious Health Condition or to care for a Family Member who is a Covered Service Member, leave may be taken on an Intermittent or Reduced Leave Schedule. Lincoln must receive from the Health Care Provider a certification that the Intermittent Leave or Reduced Leave Schedule is medically necessary as a condition of coverage.

For Family Leave due to a Qualifying Exigency arising out of a Family Member's Active Duty or impending call to Active Duty in the Armed Forces, leave may be taken on an Intermittent or Reduced Leave Schedule if the Covered Individual elects to take Intermittent Leave for this purpose.

SECTION 4 - BENEFIT PROVISIONS

(Continued)

For Family Leave to bond with a Child during the first twelve months after the Child's birth, Adoption, or Foster Care placement, leave may be taken on an Intermittent or Reduced Leave Schedule only if the Sponsor and the Covered Individual 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.

Lincoln may require that eight hours of Intermittent Leave be accumulated before any payment for Intermittent Leave is made, unless more than 30 calendar Days has elapsed since the initial taking of such leave intervals.

Extension of Paid Leave Benefits

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

The Covered Individual 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 Individual provided notice of the request for the extension; and
4. a newly completed or updated health care certification for Medical or Family Leave.

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

1. The requested duration for the extension;
2. whether the additional period of leave is continuous, a Reduced Leave Schedule, or an Intermittent Leave schedule; and
3. any other information or record Lincoln deems relevant to verifying and otherwise processing the claim.

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

1. whether the Covered Individual will receive any paid leave benefits from the Sponsor during the requested extended leave period;

SECTION 4 - BENEFIT PROVISIONS

(Continued)

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.

Sponsor Reimbursement

Notwithstanding the above, some or all of the paid Family or Medical Leave Benefits payable to the Covered Individual may be payable to a Sponsor if, during any period of paid Family or Medical Leave, a Sponsor makes payments to the Covered Individual in like manner as Wages, including but not limited to a salary continuance program.

Any payment of paid Family or Medical Leave Benefits to the Sponsor is considered a reimbursement to the Sponsor for payments it made to the Covered Individual during the current period of paid Family or Medical Leave.

Such reimbursement will be made out of any benefits due for the Covered Individual's existing paid Family or Medical Leave; provided, however, that the Sponsor must seek reimbursement prior to the payment by Lincoln of paid Family or Medical Leave Benefits to the Covered Individual. If Lincoln has made payment of paid Family or Medical Leave Benefits to the Covered Individual, the Sponsor has no right of reimbursement from Lincoln for such benefits.

Substitution of Employer Provided Paid Leave

The Sponsor may not require the Covered Individual to use any sick or other Accrued Paid Leave or paid time off prior to initiating a claim under the Policy or during the Coverage Period.

Covered Individuals who choose to use Accrued Paid Leave or leave through an Extended Illness Leave bank program provided by Sponsor rather than receive a paid benefit pursuant this Policy will not receive any paid leave benefits pursuant to this Policy for a period of time for which they used Accrued Paid Leave time or leave through an Extended Illness Leave program from the Sponsor and the Accrued Paid Leave or leave from an Extended Illness Leave program provided by the Sponsor will run concurrently with any available leave under this Policy.

Covered Individuals who choose to use accrued leave paid by the Sponsor are required to follow the Sponsor's notice and certification processes related to the use of this leave.

Benefits for Former Employees

For Covered Individuals who have been separated from an employer for less than 26 weeks:

1. If the Covered Individual remains unemployed on the Date that an Application for Benefits is filed, the Covered Individual must submit an Application for Benefits with their former Employer or Covered Business Entity.
2. If the Covered Individual has become employed by a different Employer or contracted with a Covered Business Entity at the time that an Application for Benefits is filed, the Covered Individual must submit an Application for Benefits with their current Employer or Covered Business Entity. If the new Employer or Covered Business Entity has a private plan exemption,

SECTION 4 - BENEFIT PROVISIONS

(Continued)

the Covered Individual must submit the Application for Benefits to the private plan in accordance with the requirement established by their Employer or Covered Business Entity.

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 is currently employed or has gained employment following separation from the Sponsor.

Verification of Wages

The Sponsor may themselves or through Lincoln require a Covered Individual to provide verification of wages earned with an Employer or Covered Business Entity in the Commonwealth for the purposes of determining whether that Covered Individual meets the Financial Eligibility Test of M.G.L. c. 175M, § 1.

SPONSOR OBLIGATIONS

Job and Employee Benefits Protection

The Sponsor has the obligation to ensure that Employees retain the job protection and non-retaliation provisions guaranteed by the PFML statute and regulations. Similar protections apply to Covered Contract Workers, if they are covered under the Policy.

Continuation of Employer-Related Health Insurance Benefits

The Sponsor has an obligation to continue to pay the Employee's share of health insurance premiums for the Employee during a period of leave at the level and under the same conditions of coverage that would have been provided if the Employee continued working continuously for the duration of the qualified leave period. This obligation does not apply to former Employees or Covered Contract Workers if they are included in the Policy.

Continuation of Other Employee Benefits

The Sponsor has an obligation to ensure that upon reinstatement from qualified leave an Employee retains the right to accrue vacation time, sick leave, bonuses, advancement, seniority, length-of-service credit or other Employee benefit plans or programs at the same level Employee had prior to leave. This obligation does not apply to former Employees or Covered Contract Workers if they are included in the Policy.

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 Individual on Family or Medical Leave receives for that period from:

1. any government program or law, including unemployment benefits under M.G.L. c. 151A, or workers' compensation under M.G.L. c. 152, other than for permanent partial disability incurred prior to the Family or Medical Leave Application for Benefits; or
2. under other state or federal temporary or permanent disability benefits law; or
3. a permanent disability policy or program of the Sponsor.

Unless the aggregate amount a Covered Individual receives would exceed the Covered Individual's Average Weekly Wage, the Weekly Benefit Amount for a period will not be reduced by the amount of Wage replacement that a Covered Individual on Family or Medical Leave receives for that period from:

1. a temporary disability policy or program of the Sponsor; or
2. a paid Family or Medical Leave policy of the Sponsor; or
3. any wages received from another Employer or Covered Business Entity or through self-employment.

A Covered Individual's Family or Medical Leave allotment under 458 CMR 2.08(8) will be proportionately reduced by the amount of Family or Medical Leave taken by the Covered Individual for any Qualifying Reason during the Benefit Year.

The Weekly Benefit Amount will be reduced by any paid Family or Medical Leave that a Covered Individual on Family or Medical Leave receives from any source for any Qualifying Reason in the 12-month period prior to filing an Application for Benefits. However, any leave taken by the Covered Individual for the same Qualifying Reason prior to January 1, 2021, will not count against the Covered Individual's Weekly Benefit Amount and/or leave allotment.

SECTION 6 - 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 31 Days in advance. Premium changes may take effect on an earlier Date when both Lincoln and the Sponsor agree.

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

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 "Termination of a Covered Individual's Insurance" 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 6 - 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.

SECTION 7 - TERMINATION PROVISIONS

Termination of a Covered Individual's Insurance

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

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

SECTION 7 - 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.
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. The Sponsor may terminate this Policy by advance written notice delivered to Lincoln and the DFML at least 31 Days prior to the termination Date. This Policy will not terminate during any period for which premium has been paid. The Sponsor will be liable to Lincoln for all premiums due and unpaid for the full period for which this Policy is in force.
3. Lincoln may terminate this Policy on any premium due Date by giving written notice to the Sponsor and the DFML at least 30 Days in advance for fraud or any other cause.

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.

If this Policy is terminated during the term of an approved DFML exemption period or prior to January 1, 2021, and the Sponsor does not obtain 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 either October 1, 2019, or the start Date of the Sponsor's approved exemption. The Sponsor may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the cost of total amount of benefits paid to policyholders who received benefits from the Trust Fund and it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.

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 DFML if it agrees to reinstate the Policy.

SECTION 8 - GENERAL PROVISIONS

Assignment

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

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 PFML statute and regulations, the DFML may withdraw the approval of a private plan exemption. If an exemption is withdrawn, the Sponsor may be required to remit Contributions for its entire payroll retroactive to October 1, 2019, or the start Date of the Sponsor's approved exemption, if later, and the Sponsor may be required to repay to the Family and Employment Security Trust Fund ("Trust Fund") the cost of total amount of benefits paid to Policyholders who received benefits from the Trust Fund and it may be subject to additional interest and penalties established by the DFML for not maintaining a private plan.
5. All proposed material amendments during a Policy term will be sent to the DFML by Lincoln 30 Days prior to the proposed effective change.

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 8 - 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 Individuals, which may include wage or payment history if the Covered Individual's wages are used to determine the benefit 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 Individuals:
 - i. who qualify to become insured;
 - ii. whose amounts of insurance change; and/or
 - iii. whose insurance terminates.
 - b. any other information about this Policy that may be reasonably required.

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

3. Clerical error or omission will not:
 - a. deprive a Covered Individual of insurance;
 - b. affect a Covered Individual's Amount of Insurance; or
 - c. affect or continue a Covered Individual's insurance which otherwise would not be in force.
4. The Sponsor is required to keep a record of all details of the insurance coverage and the Policy for a minimum period of three years after termination of the Policy. The Sponsor must furnish these records to the DFML upon request.

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 9 - CLAIM PROVISIONS

Notice of Claim

An Employee or Covered Contract Worker should give not less than 30 calendar Days' notice to the Sponsor of the anticipated start Date of Family Leave or Medical Leave. Notice should be provided as soon as practicable if a delay is beyond the Employee or Covered Contract Worker's control.

An Application for Benefits may be delayed or denied if this notice is not given.

In the case of Medical Leave when planning medical treatment, the Covered Individual 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 Individual taking the leave and/or the full name of the Family Member for whom the Covered Individual will be caring for or bonding with under the requested leave;
2. identifying information for the Covered Individual, such as a Social Security number or Individual Taxpayer Identification number;
3. the anticipated start Date of the leave;
4. the anticipated length of the leave;
5. the type of leave;
6. Sponsor name and identifying information;
7. any 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 Individual'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.

Following an approval of an Application for Benefits, if there is a change in relevant circumstances that would justify an extension, reduction, or other modification of the period of leave or the amount of benefits, the Covered Individual and the Sponsor, has an affirmative obligation to notify Lincoln within 14 calendar days of said change.

Consent

The Covered Individual filing an Application for Benefits must provide consent to Lincoln to share information with the Sponsor and with the Health Care Provider in order to process the claim.

SECTION 9 - CLAIM PROVISIONS (Continued)

CERTIFICATIONS AND DOCUMENTATION REQUESTS

All claims for benefits must be supported by documentation or a certification evidencing that the leave is for a Qualifying Reason, as shown below.

For Medical Leave for a Serious Health Condition

For Medical Leave Benefits, the Covered Individual must provide Certification of Serious Health Condition from a Health Care Provider that may include:

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

In the event that a Serious Health Condition of the Covered Individual prevents the Covered Individual from providing the required certification within 90 calendar Days of the start of the leave, Lincoln will allow for a Good Cause exemption to permit delayed benefits.

For Family 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 Individual must provide certification from a Health Care Provider that may include:

1. a statement confirming the relationship between the Covered Individual and the Family Member;
2. the name and address of the Family Member;
3. a statement that the Family Member has a Serious Health Condition;
4. the Date on which the Family Member's Serious Health Condition commenced;
5. the probable duration of the Family Member's Serious Health Condition;
6. a statement that the Covered Individual is needed to care for the Family Member;
7. an estimate regarding the frequency and anticipated duration of time that the Covered Individual is needed to care for the Family Member; and
8. information from the Covered Individual that proves to the satisfaction of the Lincoln the identity of the Family Member.

SECTION 9 - CLAIM PROVISIONS

(Continued)

For Family Leave for the Birth of a Child

For Family Leave Benefits for the birth of a Child, the Covered Individual 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.

The leave period for which benefits are requested may only include Dates within 12 months of the child's birth date. In the case of multiple births, no more than 12 weeks of leave benefits total are available in a Benefit Year for this purpose.

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 Individual 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 Massachusetts Department of Children and Families that confirms the placement and the Date of placement.

The Covered Individual 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 Individual is receiving benefits, within five business Days of such change in status.

The Massachusetts Department of Children and Families may confirm in writing the Covered Individual's status as an adoptive or foster Parent while an application for benefits is pending or while the Covered Individual is receiving benefits.

Family Leave for a Qualifying Exigency

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

1. a copy of the Family Member's Active Duty orders; or
2. a letter of impending activation from the Family Member's commanding officer; or other documentation in circumstances where, for Good Cause shown, the Covered Individual is unable to produce the Active Duty orders or letter of impending activation;
3. a statement of the family relationship between the Covered Service Member and the Covered Individual requesting benefits;
4. information from the Covered Individual that proves to the satisfaction of Lincoln the identity of the Family Member;
5. the name and address of the Family Member being cared for;
6. the Dates or period of time for which leave is requested; and
7. the underlying reason for the exigency leave.

SECTION 9 - CLAIM PROVISIONS

(Continued)

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 Individual 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 Individual is needed to care for the Family Member;
4. an estimate of the amount of time the Covered Individual 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 Individual that the Serious Health Condition is connected to the Covered Service Member's military service;
6. an attestation of the family relationship between the Covered Service Member and the Covered Individual; and
7. information from the Covered Individual 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
9. other information or documentation that Lincoln may require.

Information That May Be Requested from the Sponsor

The Sponsor, within ten business Days from the Date of notice or the filing of an Application for Benefits, must provide all relevant information or records requested by Lincoln.

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

1. Wage and/or earnings information for the past 12 months;
2. a description of the Employee's or Covered Contract Worker's position;
3. whether the Employee or Covered Contract Worker currently works a full- or part-time schedule;
4. weekly hours worked;
5. prior requests/approvals for a Qualifying Reason;
6. amount of paid leave already taken for a Qualifying Reason during the current Benefit Year;

SECTION 9 - CLAIM PROVISIONS
(Continued)

7. a description of the Sponsor's own paid leave policies and whether the Employee or Covered Contract Worker has received paid or unpaid leave during the last 12 months under any plan or practice of the Sponsor , and whether the Employee or Covered Contract Worker will receive any paid leave benefits from the Sponsor during the requested leave period at issue;
8. whether the Covered Individual has applied for concurrent FMLA or other leave and whether the Sponsor has approved the application;
9. whether the Covered Individual will be receiving any other wage replacement benefits as set forth in 458 CMR 2.12(6);
10. any other relevant information or records related to the Application for Benefits or request for extension, including but not limited to, evidence of a fraudulent claim;
11. whether the Covered Individual will receive any paid leave benefits from the Sponsor during any requested extended leave period; and
12. whether the Sponsor has approved or intends to approve any request for extension under the Family and Medical Leave Act or any other policy allowing for paid or unpaid leave.

Payment of Benefits

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

Within 14 calendar Days of receiving an Application for Benefits, Lincoln will notify applicants for benefits of its approval or denial of applications for Paid Leave Benefits, or of the need for additional information from the Covered Individual or the Employer or Covered Business Entity.

Decisions on a claim for paid leave benefits will be made within 14 calendar Days of receipt of a Complete Application, unless that determination occurs more than 14 calendar Days before the onset of leave or eligibility, in which case the carrier 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 Individual'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

SECTION 9 - CLAIM PROVISIONS (Continued)

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.

Appeals

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

If the appeal is denied, the Covered Individual has the right to appeal a denial of the claim to the DFML within ten calendar Days of receipt of notice of the determination pursuant to 458 CMR 2.14. Covered Individuals may contact the DFML as shown below:

Phone: (833) 344-7365

Email: MassPFML@Mass.gov

Website: <https://www.mass.gov/DFML>

Any determination by the DFML in connection with the appeal of the denial of Family or Medical Leave Benefits under this Policy is binding on Lincoln and Employer or Covered Business Entity.

The private plan administrator and Sponsor are required to furnish the DFML all Application for Benefits documentation that is retained by the private plan administrator or Sponsor within ten (10) business Days of the request by the DFML in connection with an appeal of a denial of Family or Medical Leave benefits by the Employee or Covered Contract Worker.

SECTION 10 - DEFINITIONS

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

“Active Duty” means full-time duty in the active military service of the United States and full-time National Guard duty and deployed to a foreign country.

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

“Application for Benefits” means a request for Family or Medical Leave Benefits pursuant to 458 CMR 2.08.

“Average Weekly Wage” means, as provided in M.G.L. c. 151A, § 1(w); provided, however, that Average Weekly Wage is calculated using earnings from the Base Period; and provided further, that in the case of a **Self-employed Individual, Average Weekly Wage means 1/26th of the total** earnings of the **Self-employed Individual** from the two highest quarters of the 12 months preceding such individual’s Application for Benefits under M.G.L. c. 175M. If an individual has multiple employers, the Average Weekly Wage will be calculated for each Employer or Covered Business Entity separately.

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

“Base Period” means the last four completed calendar quarters within the previous five calendar quarters immediately preceding the Date of a complete Application for Benefits is filed for a qualified period of paid Family or Medical Leave. A completed calendar quarter is one for which an employment and wage detail report has been or should have been filed for Employers who have not received an exemption from Contributions to the Trust Fund, pursuant to 458 CMR 2.04(1)-(2).

“Benefit Year” means the period of 52 consecutive weeks beginning on the Sunday immediately preceding the first Day that Job-Protected Leave under M.G.L. c. 175M commences for the Covered Individual.

“Child” means a biological, adopted or foster child, a stepchild or legal ward, a child to whom the Covered Individual stands *in loco parentis*, or a person to whom the Covered Individual stood *in loco parentis* when the person was a minor child.

“Complete Application” means an Application for Benefits that contains all of the required information from the Covered Individual and all of the information required from the Sponsor as described in Section 9 - Claim Provisions. The Application for Benefits is deemed complete when Lincoln receives the information required described in Section 9 - Claim Provisions or 10 business Days after Lincoln requests the information required under 458 CMR 2.08(6) from the Sponsor, whichever is sooner.

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

1. Incapacity and treatment. A period of incapacity of more than three consecutive, full calendar Days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - a. treatment two or more times, within 30 calendar Days of the first Day of incapacity, unless extenuating circumstances exist, by a Health Care Provider, by a nurse under direct

SECTION 10 - DEFINITIONS (Continued)

- supervision of a Health Care Provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a Health Care Provider; or
- b. treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider. Treatment includes examination to determine if there is a Serious Health Condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A regimen of continuing treatment includes a course of prescription medication or therapy requiring specialized equipment to resolve or alleviate the health condition.
 - c. The requirement for treatment by a Health Care Provider means an in-person visit or telehealth visit to a Health Care Provider. The first (or only) in-person or telehealth treatment visit must take place within seven calendar Days of the first Day of incapacity.
 - d. Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-calendar Day period shall be determined by the Health Care Provider.
 - e. The term extenuating circumstances means circumstances beyond the Covered Individual's control that prevent the follow-up visit from occurring as planned by the Health Care Provider. Whether a given set of circumstances are extenuating depends on the facts. For example, extenuating circumstances exist if a Health Care Provider determines that a second in-person visit is needed within the 30-Day period, but the Health Care Provider does not have any available appointments during that time period.
2. Pregnancy or Prenatal Care. Any period of incapacity due to pregnancy, or for prenatal care.
 3. Chronic Conditions. Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
 - a. Requires periodic visits (defined as at least twice per calendar year) for treatment by a Health Care Provider, or by a nurse under direct supervision of a Health Care Provider;
 - b. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - c. May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
 4. Permanent or Long-term Conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The Covered Individual or Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
 5. Conditions Requiring Multiple Treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a Health Care Provider or by a provider of health care services under orders of, or on referral by, a Health Care Provider, for:
 - a. Restorative surgery after an accident or other injury; or
 - b. A condition that would likely result in a period of incapacity of more than three consecutive, full calendar Days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

SECTION 10 - DEFINITIONS (Continued)

6. Absences attributable to incapacity under Continuing Treatment by a Health Care Provider 2. or 3. qualify for leave even though the Covered Individual or the covered Family Member does not receive treatment from a Health Care Provider during the absence, and even if the absence does not last more than three consecutive, full calendar Days.
7. Cosmetic treatments are not Serious Health Conditions unless inpatient hospital care is required or unless complications develop.

“Contributions” means the payments made by the Sponsor or Covered Individual to the Family and Employment Security Trust Fund, as required by M.G.L. c. 175M, or contributions to a private plan while the private plan is in effect.

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

“Covered Contract Worker” means a Self-employed Individual:

1. for whom an Employer or Covered Business Entity is required to report payment for services on IRS Form 1099-MISC; and
2. for whom an Employer or Covered Business Entity is required to remit contributions;
3. who performs services as an individual in Massachusetts;
4. who resides in Massachusetts, and
5. who is not classified as an independent contractor pursuant to M.G.L. c. 151A, § 2.

“Covered Individual” means any of the following individuals who meet the eligibility requirements of the PFML statute and regulations

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

“Covered Service Member” means either:

1. a member of the Armed Forces, as defined in M.G.L. c. 4, § 7, including a member of the National Guard or Reserves, who is:
 - a. undergoing medical treatment, recuperation or therapy;
 - b. otherwise in outpatient status; or

SECTION 10 - DEFINITIONS
(Continued)

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

“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.

“Department of Family and Medical Leave (DFML)” or “Department” means the state agency established in M.G.L. c. 175M, § 8.

“Director” means the Director of the Department of Family and Medical Leave.

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

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

“Eligibility Date” means the earliest Date the Covered Individual is eligible for coverage under this Policy, and has satisfied all requirements for coverage to begin.

“Employee” means any individual employed by any employer subject to M.G.L. c. 151A and in Employment subject thereto--provided, however, that notwithstanding M.G.L. c. 151A, § 1(h); or any other special or general law to the contrary, **“Employee”** includes a family child care provider, as defined in M.G.L. c. 15D, § 17(a).

SECTION 10 - DEFINITIONS (Continued)

“Employer” means the Employer policyholder. The term Employer shall have the same meaning as provided in M.G.L. c. 151A § 1(i), provided, however, that:

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

“Employment” has the same meaning as provided by M.G.L. c. 151A, § 1(k); provided, further, that Employment shall not include any service not included in “Employment” pursuant to M.G.L. c. 151A, § 6A.

“Extended Illness Leave Bank” means a voluntary program where Covered Individuals may donate accrued leave time to fund a bank for the benefit of a co-worker experiencing a Qualifying Reason under M.G.L. c. 175M.

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

“Family Leave Benefits” means Wage replacement paid to a Covered Individual while the Covered Individual is on Family Leave under the Policy.

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

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

“Former Member of the Armed Forces” means an individual who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released at any time during the five-year period prior to the first Date the Covered Individual completes an Application for Benefits to care for the Former Member of the Armed Forces.

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

“Good Cause” means a demonstration by a party that a failure to comply with a requirement in this Policy

SECTION 10 - DEFINITIONS (Continued)

was due to circumstances beyond the party's control.

"Grandparent" means a parent of the Covered Individual's Parent.

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

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

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

"Job-Protected Leave" means the period of time described in 458 CMR 2.16(1), immediately following the first Date on which an Employee commences the taking of any type of leave that is associated with a Qualifying Reason regardless of whether an Application for Benefits has been submitted to Lincoln in connection therewith or whether that leave is paid or unpaid. Employees who do not file an Application for Benefits but use any other type of leave, including accrued paid leave or unpaid leave approved by the Employer, leave under a (i) temporary disability policy or program of the Employer; or (ii) paid family, or medical leave policy of the Employer; or (iii) an Extended Illness Leave Bank provided by the Employer, and taken for a Qualifying Reason, will be entitled to Job-Protected Leave as of the Date of commencing such leave and that leave will run concurrently with the leave period provided in M.G.L. c. 175M.

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

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

"Minimum Weekly Benefit Amount" means the minimum amount of Wage replacement that may be paid to a Covered Individual on a weekly basis while the Covered Individual is on Family or Medical Leave, as provided in M.G.L. c. 175M, § 3.

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

"Policy" means this group insurance policy issued by Lincoln to the Sponsor.

SECTION 10 - DEFINITIONS (Continued)

“Qualifying Exigency” means a need arising out of a Covered Individual’s Family Member’s Active Duty service or notice of an impending call or order to Active Duty in the Armed Forces, including, but not limited to:

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

“Qualifying Reason” means any of the following reasons for which a Covered Individual is eligible for Family or Medical Leave Benefits: to bond with a Child during the first 12 months after the Child’s birth, Adoption, or Foster Care placement; to care for a Family Member’s Serious Health Condition; to care for a Family Member who is a Covered Service Member; a Qualifying Exigency arising out of a Family Member’s Active Duty or impending call to Active Duty in the Armed Forces; or the Covered Individual’s own Serious Health Condition that incapacitates the individual from performing the essential functions of the individual’s job.

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

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

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

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

A substance use disorder may be a Serious Health Condition. Family or Medical Leave may only be taken for treatment for substance use disorder by a Health Care Provider, by a provider of health care services on referral by a Health Care Provider or by a program licensed or approved by the Massachusetts Department of Public Health. An absence because of the Employee’s use of the substance, rather than for treatment, does not qualify for leave.

“Sibling” means the biological, adoptive, step-brother or step-sister of a Covered Individual.

“Sponsor” means the entity to whom this Policy is issued.

“State Average Weekly Wage” means the Average Weekly Wage in Massachusetts as calculated under M.G.L. c. 151A, § 29(a) and determined by the Director of the Massachusetts Department of Unemployment

SECTION 10 - DEFINITIONS
(Continued)

Assistance.

"Trust Fund" means the Family and Employment Security Trust Fund established in M.G.L. c. 175M, § 7.

"Wages" has the same meaning as provided in M.G.L. c. 151A, § 1(s).

"We," "Our," or "Us" refer to Lincoln Life Assurance Company of Boston.

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