

Family and Medical Leave Insurance



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

One Hartford Plaza

Hartford, Connecticut 06155

(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

CERTIFICATE OF INSURANCE

Policyholder: State of Vermont

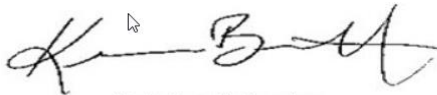
Policy Number: XVT-715253

Policy Effective Date: July 1, 2023

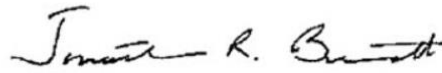
Policy Anniversary Date: July 1

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and the Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company



Kevin Barnett, Secretary



Jonathan Bennett, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

The Hartford complies with applicable Federal civil rights laws and does not unlawfully discriminate on the basis of race, color, national origin, age, disability, or sex. The Hartford does not exclude or treat people differently for any reason prohibited by law with respect to their race, color, national origin, age, disability, or sex.

TABLE OF CONTENTS

SCHEDULE OF INSURANCE	3
Cost of Coverage	3
Eligible Class(es) for Coverage	3
Benefits Commence	3
Weekly Benefit	3
Maximum Weekly Benefit	3
Maximum Duration of Benefits	3
PERIOD OF COVERAGE	4
Effective Date	4
Termination	4
Coverage while on a Qualifying Leave	4
Extension of Qualifying Leave	4
BENEFITS	4
Qualifying Leave Reasons and Durations	4
Qualifying Leave Benefits	4
Benefits for Intermittent Leave or Reduced Leave Schedule	5
Waiting Period for Benefits	6
Medical Leave Benefit	6
Family Leave Benefits	6
Recurrent Leave.....	6
Interaction with State and Federal Leave Laws	6
Interaction with Accrued Leave Time	6
Leave Allotment and Reduction in Leave Allotment	6
Termination of Payment	6
EXCLUSIONS	7
GENERAL PROVISIONS	7
DEFINITIONS	10

SCHEDULE OF INSURANCE

The purpose of this Certificate is to provide You with Family and Medical Leave Insurance.

Cost of Coverage:

You are not required to contribute toward the cost of coverage.

Eligible Class(es) For Coverage:

All classified and exempt employees of the Executive, Judicial and Legislative branches, State transport deputies, and employees of the respective County State's Attorneys Offices paid through Your Employer's payroll system, beginning on the one year anniversary of Your most recent date of hire, excluding appointees in the Judicial branch and elected officials in the Executive branch whose annual salaries are set in statute. General Assembly members are excluded from coverage. Temporary employees are also excluded from coverage.

Benefits Commence:

- 1) on the 8th day of an approved Medical Leave; or
- 2) on the 1st day of an approved Family Leave.

Weekly Benefit:

The Weekly Benefit, subject to the Maximum Weekly Benefit amount and the terms and conditions of this Policy, is an amount equal to 60% of Your Base Weekly Wages, reduced by Other Income Benefits.

Maximum Weekly Benefit:

The Maximum Weekly Benefit amount will not exceed \$1,848.46 per week.

Maximum Duration of Benefits:

The Maximum Benefit Duration in a Benefit Year is up to;

- 1) 6 weeks for an approved Medical Leave;
- 2) 6 weeks for an approved Family Leave; or
- 3) a total of 6 weeks combined for all Qualifying Leaves.

PERIOD OF COVERAGE

Effective Date:

Your coverage will start on the date You become eligible as stated in the Eligible Class(es) For Coverage.

Termination:

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date The Policy no longer insures Your class;
- 3) the date premium payment is due but not paid;
- 4) the last day of the pay period during which Your employment terminates; or
- 5) the date You cease to be an Active Employee in an Eligible Class for any reason.

Coverage while on a Qualifying Leave:

If You are on a Qualifying Leave and You cease to be an Active Employee, Your insurance will be continued:

- 1) while You remain on a Qualifying Leave; and
- 2) until the end of the period for which You are entitled to receive Benefits for that Qualifying Leave; provided premiums for Your coverage continue to be paid.

After Benefit payments have ceased, Your insurance will be reinstated, provided:

- 1) You return to work for one full day as an Active Employee in an Eligible Class;
- 2) The Policy remains in force; and
- 3) the premiums for You were paid during Your Qualifying Leave, and continue to be paid.

Extension of Qualifying Leave:

If You submit a request for an extension of Benefits for a Qualifying Leave claim, You must provide, or Your Employer may provide on Your behalf, notice to Us requesting the extension at least 14 calendar days prior to the date of expiration of the original approved leave. A late filed request is allowed for good cause shown.

The request must include the following information:

- 1) the reason for the extension;
- 2) the requested duration of the extended Qualifying Leave; and
- 3) a newly completed or updated Health Care Provider certification of medical necessity for care resulting in the need to extend the Medical and/or Family Leave, as applicable.

Requests for extension are subject to the claim approval process. If The Policy terminates during the period of time that Your Benefits have been extended, Benefits will continue to be paid until the approved duration has been exhausted, subject to the terms of The Policy.

BENEFITS

Qualifying Leave Reasons and Durations:

In a Benefit Year, up to a combined total of 6 weeks of Qualifying Leave Benefits will be available to You, subject to the terms of The Policy, for the following Qualifying Leave reasons:

- 1) Birth of Your biological daughter or son and to bond with Your daughter or son within one year of birth;
- 2) To bond with a Child who has been placed with You within the first year of initial Placement;
- 3) To care for Your Family Member with a Serious Health Condition;
- 4) A Qualifying Exigency arising out of the fact that Your Family Member is a military member on Covered Active Duty or has been notified of an impending call or order to Covered Active Duty;
- 5) To Care for a Covered Servicemember if You are the Family Member or Next of Kin of the Covered Servicemember; or
- 6) Your Serious Health Condition that causes you to be absent from work.

Qualifying Leave Benefits:

Continuous leaves designated as such by Your Employer that began before the effective date of The Policy and that are also a listed Qualifying Leave Reason in the above provision will not be eligible for a Benefit payment under The Policy.

If, while covered under The Policy, You are eligible for Benefits and otherwise satisfy the terms and conditions of The Policy, We will pay You a Weekly Benefit as seen in the Schedule of Insurance.

The amount of any Weekly Benefit payable will be reduced by the total amount of all Other Income Benefits.

Benefits will only be payable for periods of time for which You are not otherwise being paid by Your Employer. Benefits will be based on Your Base Weekly Wages on the last day worked prior to the start of your Qualifying Leave.

Each calendar year on January 1st, the Maximum Weekly Benefit under The Policy will be determined by dividing the Social Security Contribution and Benefit Base Limit by fifty-two (52) and applying the percentage stated in the Weekly Benefit on the Schedule of Insurance.

The Maximum Weekly Benefit will be indexed based on increases to the Social Security Contribution and Benefit Base Limit. Only new Qualifying Leave events that begin on or after the effective date of an increase will be payable based on the new Social Security Contribution and Benefit Base Limit applicable on the first day of the Qualifying Leave event.

Your Weekly Benefit shall be calculated based on Your Standard Work Week and the Base Weekly Wages immediately preceding the first day of the Qualifying Leave. For purposes of Intermittent Leave, Benefits may be prorated on an hourly basis utilizing Your Base Weekly Wages.

Benefits for Intermittent Leave or Reduced Leave Schedule:

Benefits may be payable to You for absence from work for any Qualifying Leave reason taken on an Intermittent Leave or Reduced Leave Schedule basis.

If you take Qualifying Leave on an Intermittent Leave or Reduced Leave Schedule basis, You shall receive a Weekly Benefit that is in direct proportion to the amount of Intermittent Leave taken or leave taken on Reduced Leave Schedule, in accordance with the established policy that Your Employer uses to account for use of other forms of leave.

We will assume that an Intermittent Leave or Reduced Leave Schedule has been agreed to by Your Employer and You upon receipt of the claim request from You.

We may require that we receive from the Health Care Provider a certification that the Intermittent Leave or Reduced Leave Schedule is medically necessary in support of a claim for Medical Leave Benefits and Family Leave Benefits to care for a Family Member with a Serious Health Condition, including care for a Covered Servicemember.

In order to receive Benefit payments for Intermittent Leaves once You have initially established Your Qualifying Leave consistent with the Notice of Claim and Proof of Claim provisions, You must provide Us notice of each of Your intermittent absence requests within 1 calendar week of the date used. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible.

Waiting Period for Benefits

Medical Leave Benefits:

There shall be a seven (7) calendar day Waiting Period before Benefits will be payable for each new qualifying Medical Leave. No additional Waiting Period will apply to any extension of Benefits or Recurrent Leave for the same claim within the same Benefit Year. If, however, a Medical Leave extends into a new Benefit Year, then a new Waiting Period will apply and a new verification of eligibility for Benefits will be conducted. When the approved qualifying Medical Leave is taken on an Intermittent Leave or Reduced Leave Schedule basis, the Waiting Period shall be seven (7) consecutive calendar days from the date of the first instance of qualified Medical Leave taken under the Policy, and not the aggregate accumulation of Intermittent days or hours of qualifying Medical Leave.

Family Leave Benefits:

There shall be no Waiting Period before Benefits will be payable for each qualifying Family Leave. Benefits will be payable for a qualifying Family Leave on the first instance of Family Leave, subject to the terms and conditions of The Policy.

Recurrent Leave:

If a Recurrent Leave is separated by less than 30 calendar days after the end of the initial Qualifying Leave and you have returned to work during that time, it will be considered the same Qualifying Leave, provided The Policy remains in force. If, however, the Recurrent Leave occurs in a new Benefit Year, although the Qualifying Leave may have been considered a Recurrent Leave otherwise, a new Qualifying Leave will be established under the terms of the Policy.

If a Recurrent Leave is separated by 30 or more calendar days after the end of the initial Qualifying Leave, it will be considered as a new Qualifying Leave.

Interaction with State and Federal Leave Laws:

Qualifying Leave available under The Policy shall run concurrently with leave taken under other available and applicable state and federal leave laws, including Vermont Parental and Family Leave (Vt. Stat. Ann. tit. 21, § 471 *et seq.*) and the federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601, *et seq.*).

Interaction with Accrued Leave Time:

You may choose to use Accrued Leave Time, in accordance with the established policies of Your Employer and/or any applicable Collective Bargaining Agreement, instead of claiming Benefits for Qualifying Leave under The Policy. You may also choose to use Accrued Leave Time during the Waiting Period for Benefits for a qualifying Medical Leave. Accrued Leave Time used during the Waiting Period will not impact Your ability to receive Benefits under the Policy for the remainder of a qualifying Medical Leave. However, if you choose to use Accrued Leave Time beyond any Waiting Period, if applicable, during a Qualifying Leave for which Benefits would have otherwise been payable under The Policy, you will not receive Benefits under The Policy for the same period of time.

Leave Allotment and Reduction in Leave Allotment:

Qualifying Leave allotments are based on Your Standard Work Week. You may file a claim for Qualifying Leave Benefits in the increment of time that You were absent from work and not otherwise receiving pay for the same period of time from Your Employer, as long as the smallest increment for which You submit a claim is not less than one hour. If You are absent from work due to an approved Qualifying Leave, pursuant to the terms and conditions of The Policy, We will reduce your Qualifying Leave allotment by the approved amount of Qualifying Leave time that You actually take.

Termination of Payment:

Benefit payments will stop on the earliest of:

- 1) the date You are no longer absent from work due to a Qualifying Leave;
- 2) the date You fail to furnish Proof of Claim;
- 3) the date You are no longer under the Continuing Treatment by a Health Care Provider, as applicable;
- 4) the date You refuse Our request that You submit to an examination by a Health Care Provider or other qualified medical professional, as applicable;
- 5) the last day Benefits are payable according to the Maximum Duration of Benefits;
- 6) the date no further Benefits are payable under any provision in The Policy that limits Benefit duration.

EXCLUSIONS

Exclusions:

The Policy does not cover, and We will not pay a Benefit for, any Qualifying Leave:

- 1) that began before The Policy effective date and was designated as a continuous leave by Your Employer;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of a felony;
- 4) caused by Your Family Member's commission of a felony, if You are claiming leave benefits to care for that Family Member;
- 5) caused or contributed to by Your or Your Family Member's intentionally self-inflicted Injury, unless it was caused by a mental condition as defined in 8 VSA 4089b(b)(2);
- 6) that is the result of Your work-related injury or sickness sustained in the course of performing tasks for the Employer;
- 7) for which Workers' Compensation Benefits are paid, or may be paid, to You if duly claimed; or
- 8) sustained as a result of Your doing any work for pay or profit for another employer, including self-employment.

GENERAL PROVISIONS

Notice of Claim:

You must give Us written notice of a claim within 30 days of a Qualifying Leave. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address, and the Policy Number.

As noted above, We will assume that any request for any Qualifying Leave, including Intermittent Leave or Reduced Leave Schedule, has been agreed to by Your Employer and You upon receipt of the claim request from You.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Claim, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Claim is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Claim within 15 days after We receive a notice of claim.

Proof of Claim:

Claims will be accepted in electronic, telephonic, or paper format. Claims should include as much information as is necessary for the Company to make a claim determination and to process the claim. This information may include, but is not limited to, the following:

- 1) Your full name and other identifying information;
- 2) the Qualifying Leave reason;
- 3) the start date, anticipated end date or expected allotment of the Qualifying Leave;
- 4) if the leave will be on a continuous, Intermittent Leave, or on a Reduced Leave Schedule basis;
- 5) any required completed Health Care Provider certifications, supporting the need for a leave;
- 6) Policyholder name;
- 7) Policy Number, if available;
- 8) if for a Family Leave a statement regarding the family relationship;
- 9) any additional relevant information requested by Us where reasonably necessary to review and process Your claim.
- 10) Claims for benefits will need to be supported by evidence via a certification that the leave is for a Qualifying Leave.

You will not be required to claim any retirement Benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

Medical Leave Benefits -- Additional Proof of Claim:

To assist Us in determining if You qualify for Medical Leave Benefits, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with Our representative; and

- 2) be examined by a Health Care Provider, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Claim must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your Medical Leave Benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Claim:

Proof of Claim, including written certifications, must be sent to Us within 90 days following the first day of the Qualifying Leave. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible.

We may request Proof of Claim throughout Your Qualifying Leave, as reasonably required. In such cases, We must receive the proof within 30 days of the request.

Claim Payment:

When We determine that You;

- 1) are qualified for Benefits; and
- 2) are eligible to receive Benefits;

We will pay accrued Benefits at the end of each week that You are eligible to receive Benefits. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Claim satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.

Claims to be Paid:

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay the owed amount to a person who is related to You and who is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial:

If a claim for Benefits is wholly or partly denied, We will provide You with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal:

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of a Qualifying Leave reason; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of a Qualifying Leave reason; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our claim determination.

Overpayment:

An overpayment occurs:

- 1) when We determine that the total amount We have paid in Benefits is more than the amount that was due to You under The Policy; or

- 2) when payment is made by Us that should have been made under another group Policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery:

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for Benefits under The Policy.

If Benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future Benefits payable to You or Your survivors, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation:

If You:

- 1) suffer a Qualifying Leave caused, in full or in part, by the act or omission of any person or legal entity;
- 2) become entitled to and are paid Benefits under The Policy in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such Benefits from a Third Party in a reasonable period of time or notify Us that You do not intend to do so;

then We will be subrogated to any rights You may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Qualifying Leave.

Third Party as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes You to suffer a Qualifying Leave for which Benefits are paid or payable under The Policy; or
- 2) any insurer, including Your own, that provides Benefits to You as a result of the act or omission which causes You to suffer a Qualifying Leave for which Benefits are paid or payable under The Policy.

Reimbursement:

We have the right to be reimbursed for any Benefit payments made or required to be made under The Policy for Qualifying Leave for which You recover any funds from a Third Party.

If You recover any funds from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You or Your attorney shall hold in constructive trust the lesser of:

- 1) the entire amount of the Benefit payment(s) made or required to be made by Us; or
- 2) the total amount of the recovered funds;

less Our pro rata share of any reasonable attorneys' fees and court costs associated with the recovered funds. We have the right of first reimbursement regardless of:

- 1) whether You are made whole;
- 2) how the recovered funds are characterized; or
- 3) whether the particular funds recovered are still in Your possession.

By accepting Benefit payment(s) under The Policy, You:

- 1) agree to cooperate fully with Our reimbursement rights, including disclosure of all information and documentation required by Us in order to exercise Our reimbursement rights; and
- 2) will not do anything to prejudice Our reimbursement rights.

You or Your attorney's failure to cooperate fully with Our reimbursement rights may result in denial or termination of Your Benefits under The Policy.

Legal Actions:

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Claim is given; or
- 2) more than 3 years after the date Proof of Claim is required to be given according to the terms of The Policy.

Insurance Fraud:

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Misstatements:

If material facts about You were not stated accurately, the true facts will be used to determine if, and for what amount, coverage should have been in force.

In the absence of fraud, all statements made by You or Your Employer under The Policy will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

DEFINITIONS

Accrued Leave Time means paid time off earned by, or otherwise provided to You, pursuant to a benefit plan or policy offered by Your Employer, or in connection with Your employment, including, but not limited to, sick leave, annual leave, personal leave, compensatory hours, or other paid time off.

Active Employee means an employee who works for Your Employer on a regular basis in the usual course of the Employer's business, as defined by Your Employer.

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 a Qualifying Leave.

Base Weekly Wages means Your regular weekly base pay based on Your Standard Work Week and Your hourly rate of pay, as of the last day worked before Your Qualifying Leave began as reported by Your Employer.

Benefit(s) means weekly income replacement paid or payable to You for lost wages for a Qualifying Leave taken by You under this Policy for the leave reasons described in the Benefits section of this Policy.

Benefit Year means the period of 52 weeks from the date of the first day of the first Qualifying Leave. The next 52-week Benefit Year will begin the first time You become eligible for Benefits for a Qualifying Leave after the completion of the initial 52-week period.

Child means a biological daughter or son, adopted or foster child, a stepchild, a legal ward, or a child to whom You stand *in loco parentis* or stood *in loco parentis* when the person was a minor child, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability, or a person to whom You stood *in loco parentis* at the time that Your Qualifying Leave is to commence.

Continuing Treatment by a Health Care Provider means any one 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 days of the first day of incapacity, unless extenuating circumstances exist, by a Health Care Provider, by a nurse under direct supervision of a Health Care Provider, or by a

provider of health care services (e.g., physical therapist) under orders of, or on referral by, a Health Care Provider; or

- b) Treatment by a Health Care Provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the Health Care Provider.
 - c) The requirement in paragraphs a) and b) of this definition for treatment by a Health Care Provider means an in-person visit to a Health Care Provider. The first in-person treatment visit must take place within seven days of the first day of incapacity. For the purpose of this requirement, an in-person visit can be a telemedicine visit that includes an examination, evaluation, or treatment by a Health Care Provider performed via video conference, and as permitted and accepted by Vermont's state licensing authorities.
 - d) Whether additional treatment visits or a regimen of continuing treatment is necessary within the 30-day period shall be determined by the Health Care Provider.
 - e) The term "extenuating circumstances" in paragraph a) means circumstances beyond Your or Your Family Member'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.
- 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 a 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. You or Your 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), kidney disease (dialysis).
 - 6) Absences attributable to incapacity under paragraphs 2) or 3) of this definition qualify even though You or Your Family Member do 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. For example, You may be unable to report for work due to the onset of an asthma attack or because Your Health Care Provider has advised You to stay home when the pollen count exceeds a certain level. If You are pregnant, You may be unable to report to work because of severe morning sickness.

Covered Active Duty, or call to Covered Active Duty Status means, and as further defined in the Family and Medical Leave Act, 29 USCS §§ 2611 et seq.:

- 1) in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country and
- 2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

Covered Servicemember means:

- 1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- 2) a Covered Veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

Covered Veteran 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 under conditions other than dishonorable at any time during the five-year period prior to the first date You take a Qualifying Leave to care for the covered veteran.

Domestic Partner means a person 18 years of age or older who:

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

Employer means the Policyholder.

Family Leave means an absence from work with Your Employer for any leave type described in the Leave Reason and Durations Provision of the Benefits section of The Policy, except for absence from work with Your Employer to attend to Your Serious Health Condition.

Family Member means Your Spouse, Your Child, or Your Parent.

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 the state as a result of a voluntary agreement between the Parent or 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 the state and foster family that the foster family will take care of 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.

Health Care Provider means

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or
- 2) Any other person determined by the Secretary to be capable of providing health care services.
- 3) Others capable of providing health care services include only:
 - a) 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 the State and performing within the scope of their practice as defined under State law;
 - b) 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 State law;
 - c) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where You or Your Family Member is receiving treatment from a Christian Science practitioner, You may not object to any requirement from Your Employer that You or Your Family Member submit to examination (though not treatment) to obtain a second or third certification from a Health Care Provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.
 - d) Any Health Care Provider from whom Your Employer or Your Employer's group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for Benefits; and
 - e) 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 his or her practice as defined under such law.
- 4) The phrase "authorized to practice in the State" as used in this section means that the Health Care Provider must be authorized to diagnose and treat physical or mental health conditions.

Intermittent Leave means leaves taken in separate periods of time due to a single Qualifying Leave 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. Intermittent Qualifying Leaves shall be taken in increments consistent with the established policy of Your Employer and/or any applicable Collective Bargaining Agreement.

Medical Leave means an absence from work with Your Employer to attend to Your own Serious Health Condition.

Next of Kin of a Covered Servicemember means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under this leave. When no such designation is made, and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin and may take leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

Other Income Benefits means the amount of any benefit for loss of income, provided to You as a result of the period of Qualifying Leave for which You are claiming Benefits under The Policy. This includes any such Benefits for which You are eligible or that are paid to You pursuant to any:

- 1) governmental program that provides unemployment benefits as a result of Your job with Your Employer;
- 2) governmental law or program that provides any paid leave for disability, family leave, and/or medical leave;
- 3) plan or arrangement of coverage as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization.

Other Income Benefits also means the amount of any payments that are made to You pursuant to any disability benefit under Your Employer's Retirement Plan.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date Benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such Benefits.

Parent means Your or Your Spouse's biological, adoptive, step or foster mother or father or any other individual who stood *in loco parentis* to You or Your Spouse when You or Your Spouse were a Child as defined above.

Placement means activities related to Adoption and/or Foster Care that precede the actual Placement or Adoption of a Child including but not limited to attending counseling sessions, court appearances, consulting with an attorney or the doctor(s) representing the birth parent, submitting to a physical examination, or travelling to another country to complete the Adoption.

Qualifying Exigency as described by the Family and Medical Leave Act, 29 USCS §§ 2611 *et seq.*, means a need arising out of a military member's Covered Active Duty, or call to Covered Active Duty Status or notice of an impending Covered Active Duty, or call to Covered Active Duty Status in the Armed Forces.

Qualifying Leave means a Family Leave or Medical Leave as further described in the Qualifying Leave Reasons and Durations provision of The Policy for which You claim Benefits under The Policy.

Reduced Leave Schedule means a leave schedule that reduces Your usual number of hours per workweek, or hours per workday.

Recurrent Leave means a Qualifying Leave that follows a previously approved Qualifying Leave that is:

- 1) due to the same cause;
- 2) to care for the same Family Member for the same cause, or
- 3) due to a related cause.

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.

Social Security Contribution and Benefit Base Limit means the Contribution and Benefit base limit established annually by the federal Social Security Administration for purposes of the Federal Old-Age, Survivors, and Disability Insurance program limits pursuant to 42 U.S.C. 430.

Spouse means a husband, wife, Domestic Partner or civil union partner under Vermont law, 15 VSA Section 1204(a). For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and

could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either:

- 1) Was entered into in a state that recognizes such marriages; or
- 2) If entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

Standard Work Week means the number of hours per week that Your Employer has last reported to Us as the standard number of hours You are regularly scheduled to work preceding the start date of Your Qualifying Leave.

The Policy means the Policy which We issued to the Policyholder under the Policy Number shown on the face page.

Waiting Period means a period of time at the beginning of each new qualifying Medical Leave for which no Benefits under The Policy are payable.

We, Our, or Us means the insurance company named on the face page of The Policy.

Weekly Benefit means a Weekly sum payable to You while You are on Qualifying Leave, subject to the terms of The Policy.

You or Your means the person to whom this certificate is issued.